

No. 12142

United States
Court of Appeals

for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

vs.

CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual, doing
business as CANNON ELECTRIC DEVELOP-
MENT COMPANY,
Respondents.

Transcript of Record

In Two Volumes

VOLUME I.

(Pages 1 to 336, inclusive)

Petition for Enforcement of Order of the
National Labor Relations Board

FILED

APR 29 1949

PAUL P. O'BRIEN,

CLERK

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INDEX

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in *italic*; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in *italic* the two words between which the omission seems to occur.]

	PAGE
Answer to Petition for Enforcement of an Order of the NLRB	130
Certificate of the National Labor Relations Board	1
Decision and Order	4
Exception No. 31 (Excerpt from Exceptions) ..	105
Findings of Fact, Conclusions of Law and Or- der, Proposed	18
Order to Show Cause:	
Filed Jan. 1, 1949	118
Filed Jan. 13, 1949	116
Petition for Enforcement of an Order of the NLRB	106, 120
Proposed Findings of Fact, Conclusions of Law and Order	18
Statement of Points to be Relied Upon	132
Stipulation to Dispense with Printing of Cer- tain Exhibits	132

ii.

	PAGE
Transcript of Testimony and Proceedings.....	134
Exhibits for the Board:	
2—Letter. April 27, 1938, Cannon Electric Development Co. to International Assn. of Machinists	636
Admitted in Evidence	155
3A—Letter, May 6, 1938, John Queen to Cannon Electric Development Co.....	644
Admitted in Evidence	155
3B—Letter, May 11, 1938, Cannon Electric Development Co. to International Assn. of Machinists	645
Admitted in Evidence	155
5—Notice to Employees dated May 20, 1941..	647
Admitted in Evidence	163
6—Bulletin to Employees dated June 11, 1941	655
Admitted in Evidence	164
7—Message to Employees dated June 3, 1941.	658
Admitted in Evidence	166
8—1c Postal Card addressed to James H. Cannon and Notice to Employees.....	661
Admitted in Evidence	629
10—Letter, Cannon Electric Development Co. to United Electrical, Radio and Machine Workers of America dated June 25, 1941.	663
Admitted in Evidence	173
11—Letter, July 3, 1941, James H. Cannon to Local 1421 Electrical Radio Mehe.....	665
Admitted in Evidence	173

Exhibits for the Board—(Cont'd)

15—Bulletin to the Employees of Cannon Electric Development Co. and Cannon Mfg. Corp.	667
Admitted in Evidence	176
18—Letter, May 8, 1942, James H. Cannon to Harry Bridges	671
Admitted in Evidence	182
19—Bulletin to Employees dated May 29, 1942	674
Admitted in Evidence	186
22—Bulletin to Employees dated Nov. 3, 1942.	676
Admitted in Evidence	186
23—A Message to “Cannoneers” from James H. Cannon dated Nov. 11, 1942.....	685
Admitted in Evidence	186
27—Bulletin to Employees	689
Admitted in Evidence	196
37—Letter, July 31, 1942, Ned Mandella, President Cannon Employees Assn. to Mr. Clarence Armant	693
Admitted in Evidence	302
45—Open Letter to Workers of Cannon and the C.E.A. dated 5/26/43.....	694
Admitted in Evidence	631
47—Letter 6/8/43, to Board of Directors of the C.E.A.	695
Admitted in Evidence	631

Exhibits for the Board—(Cont'd)

49—Notice to Herbert Caffarel et als, dated July 10, 1944	696
Admitted in Evidence	631
56—Letter, Cannon Employees Assn., Inc. to Herbert Caffarel, dated June 29, 1944....	701
Admitted in Evidence	632
58—Letter “To My Fellow Employees” signed Florence K. Maynard	702
Admitted in Evidence	554
62A—Letter, Carl Brant, Field Organizer, to James H. Cannon, dated May 26, 1941....	704
Admitted in Evidence	566
62B—Letter, James H. Cannon to United Electrical, Radio & Machine Workers of America, dated May 28, 1941.....	705
Admitted in Evidence	566
72—Telegram dated May 23, 1945, National Secretary of M.E.S.A. to James H. Can- non	706
Admitted in Evidence	608

Exhibits for Respondent:

2—Letter, Cannon Employees Assn., Inc. dated June 9, 1943, to Cannon Mfg. Corp.	707
Admitted in Evidence	550
12-B—Certificate of Results of Consent Elec- tion	709
Admitted in Evidence	595

Exhibits for Respondent—(Cont'd)

26—Letter, July 24, 1944, H. L. Brady to Cannon Mfg. Co.	710
Admitted in Evidence	604
27—Letter, July 25, 1944, Cannon Mfg. Corp. to Cannon Employees Assn., Inc.....	711
Admitted in Evidence	604
28—Letter, July 26, 1944, Cannon Employees Assn. to Cannon Mfg. Corp.....	711
Admitted in Evidence	604
29—Letter, March 16, 1945, Cannon Employees Assn. to Cannon Mfg. Corp. & Cannon Electric Development Co.	714
Admitted in Evidence	614
30—Letter, Apr. 4, 1945, Cannon Employees Assn. to Cannon Mfg. Corp. & Cannon Electric Development Co.	716
Admitted in Evidence	614

Witnesses for the Board:

Armant, Clarence Joseph

—direct	284
—cross	328
—redirect	335, 340
—recross	339
—recalled, direct	438

Caffarel, Herbert L.

—direct	477
—cross	540
—redirect	551

Witnesses for the Board—(Cont'd)

Cannon, James H.

—direct 143

—recalled, direct 195

George, Alvin L.

—direct 200

—cross 256

Gibson, John Albert

—direct 555

McBurnie, Rachel

—direct 442

Monjar, Elsie

—direct 343

—redirect 372

Nye, Monna Monnette

—direct 381

—recalled, direct 418

—cross 423

Sullivan, Vivian Mary

—direct 400

—cross 415

Wilcox, Asa S.

—direct 190

—recalled, direct 625, 632

Witnesses for the Board—(Cont'd)

Wiley, Lawrence M.

—direct	257
—cross	273
—redirect	278

Youngberg, Clarence William, Jr.

—direct	424
—cross	433
—redirect	436

Witnesses for Respondent:

Cannon, James H.

—direct	599
—recalled, direct	605
—cross	609

Cannon, Robert J.

—direct	595
—cross	598
—recalled, direct	613
—cross	615

Hawkinson, Henry

—direct	578
—cross	585

Wilby, Judy Dunks

—direct	622
---------------	-----

Hobart, Frank G.

—direct	574
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In the United States Court of Appeals
for the Ninth Circuit
No. 12142

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual, doing
business as CANNON ELECTRIC DEVELOP-
MENT COMPANY,
Respondents.

CERTIFICATE OF THE NATIONAL LABOR
RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 203-87, Rules and Regulations of the National Relations Board—Series 5, as amended, hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a consolidated proceeding had before said Board, entitled, “In the Matter of Cannon Manufacturing Corporation and James H. Cannon, an individual, doing business as Cannon Electric Development Company and International Association of Machinists, Lodge 311, AFL, Case No. 21-C-2428,” and “In the Matter of Cannon Manufacturing Corporation and James H. Cannon, an individual doing business as Cannon Electric Development Company and United Electrical, Radio and Machine Workers of America, CIO, Case No. 21-C-2474,” such transcript including the pleadings, testimony and evi-

dence upon which the order of the Board was entered, and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Copy of order designating James C. Batten, Trial Examiner for the National Labor Relations Board, dated May 24, 1945.

(2) Stenographic transcript of testimony taken before Trial Examiner Batten on May 24, 25, 28, 29, 30, 31, June 1, 6, and 7, 1945, together with all exhibits introduced in evidence.

(3) Copy of respondents' telegram, dated June 18, 1945, requesting extension of time to file brief before the Trial Examiner.

(4) Copy of Trial Examiner's telegram to all parties, dated June 19, 1945, granting extension of time for filing briefs.

(5) Copy of order transferring case to the Board, dated September 14, 1945, together with affidavit of service thereof.

(6) Copy of proposed findings of fact, proposed conclusions of law and proposed order, issued by the National Labor Relations Board on July 12, 1946 (annexed to item 12 hereof), together with copy of affidavit of service thereof.

(7) Copy of respondents' telegram, dated July 17, 1946, requesting extension of time to file exceptions and briefs.

(8) Copy of telegrams, dated July 18, 1946, granting all parties extension of time for filing exceptions and briefs.

(9) Copy of respondents' telegram, dated August 14, 1946, requesting further extension of time to file exceptions and briefs.

(10) Copy of telegrams, dated August 15, 1946, granting all parties further extension of time to file exceptions and briefs.

(11) Copy of respondents' exceptions to proposed findings of fact, proposed conclusions of law and proposed order.

(12) Copy of Decision and Order, issued by the National Labor Relations Board, with Proposed findings of fact, proposed conclusions of law and proposed order annexed, together with affidavit of service and United States Post Office return receipts thereof.

In Testimony Whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the City of Washington, District of Columbia, this 24th day of December, 1948.

(Seal) /s/ FRANK M. KLEILER

Executive Secretary, National
Labor Relations Board

United States of America
Before the National Labor Relations Board
Case No. 21-C-2428

In the Matter of

CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual, doing
business as CANNON ELECTRIC DEVELOP-
MENT COMPANY

and

INTERNATIONAL ASSOCIATION OF MA-
CHINISTS, LODGE 311

Case No. 21-C-2474

In the Matter of

CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual doing
business as CANNON ELECTRIC DEVELOP-
MENT COMPANY

and

UNITED ELECTRICAL, RADIO & MACHINE
WORKERS OF AMERICA, CIO

Mr. Charles M. Ryan, for the Board. Mr. David
H. Cannon, of Los Angeles, Calif., for the respond-
ents. Miss Judy Dunks, of Los Angeles, Calif., for
the UE. Mr. Maurice M. Miller, of counsel to the
Board.

DECISION and ORDER

On July 12, 1946, the Board issued its Proposed
Findings of Fact, Proposed Conclusions of Law,
and Proposed Order in the above-entitled proceed-
ings, a copy of which is attached hereto. Thereafter,

the respondents filed exceptions, and a brief in support thereof.

The Board has considered the Proposed Findings of Fact, Proposed Conclusions of Law, and Proposed Order, the respondents' exceptions and brief, and the entire record in the case, and hereby adopts as its final decision and order said Proposed Findings of Fact, Proposed Conclusions of Law, and Proposed Order, with the following additions and modifications:

1. Although the respondents except to the proposed finding that the Contact Committee was a labor organization which represented their employees, their brief concedes, for the sake of argument, that the Committee was a labor organization within the meaning of the Act, and argues only that the organization was not dominated or controlled by the respondents. The evidence to which our attention is directed in this connection, however, was considered in detail in the preparation of the proposed finding. The statements contained in the documents cited by the respondents were not disregarded as self-serving statements, but constitute the very basis for our finding that the Contact Committee was a creation of the respondents and that it operated as a bar to the freedom of self-organization guaranteed by the Act. We find the exceptions of the respondents in this connection to be without merit, and affirm the finding that the respondents dominated and interfered with the formation and administration of the Committee, and contributed support to it, within the meaning of Section 8 (2) of the Act.

2. The respondents except to the proposed finding that their enforcement of a no-solicitation rule was marked by disparity of treatment. Counsel for the respondents contends, in the first instance, that the rule in question was reasonable. We have had occasion in previous decisions to point out that the Act does not prevent an employer from making and enforcing reasonable rules to govern the conduct of employees on company time. It is equally clear, however, that any rule designed to prohibit union solicitation by an employee outside of working hours, although on company property, represents an unreasonable restraint upon the exercise by employees of the rights guaranteed by the Act. Such a rule must be presumed to be an unreasonable impediment of self-organization, and therefore discriminatory, in the absence of evidence that special circumstances make the rule necessary in order to maintain production or discipline.¹ Such evidence is not present here.

Irrespective of the nature of the rule, respondents contend that there is no basis for a finding that their enforcement of it was marked by disparity of treatment. We note, however, that their argument in this connection admits by inference the factual basis of the finding and merely asserts that wrongful laxity in the application of the rule to one of the competing organizations could not be cured by the grant of equal treatment to the other.

¹Matter of Peyton Packing Company, 49 N.L.R.B. 828; enforced 142 Fed. 2d. 1009 (C. C. A. 5); cert. denied, 323 U. S. 730.

We find no merit in this contention. Upon the entire record, including, but without limitation, the demonstrated knowledge and partisanship of Superintendent Cromwell with respect to the organization sponsored by Ned Mandella, the undenied testimony of Monjar that her activities on behalf of that organization were never subjected to interference by foremen, although carried on in their presence, and the contrasting treatment of Lawrence Wiley,—and we find ample basis for a finding that the rule in question, whatever the motive which led to its adoption, was directed in practice against UE, and that its application in the manner described was intended by those immediately responsible for its enforcement to discourage membership in that organization, and to encourage adherence to the Cannon Employees Association.

3. The contention of the respondents that their first agreement with CEA was approved by our Regional Office is patently in error. It appears to be based upon the assertion by witnesses for the respondent that copies of the agreement in question were forwarded to the Regional Office, and that the office failed to express any opposition or other opinion with respect thereto. The Regional Office, however, was clearly under no obligation to act in such a situation; its failure to act cannot be described as implied or express approval of the agreement. Indeed, the expression of any opinion with respect thereto, under the circumstances cited by the respondents, would be beyond the authority conferred upon the Board and its agents by the Act.

We find no merit, therefore, in the contention of the respondents that the provision in their agreements with CEA regarding the check-off of dues has received the approval of this Board.

In connection with the proposed order directing the reimbursement of dues checked off to CEA, the respondents argue that they could not properly have publicized the voluntary features of the check-off, on the ground that CEA could have charged them with interference if they had done so. We find this contention to be without merit. The record contains no indication that copies of the agreement in question were ever posted for the information of employees, although such action would appropriately have served the desired purpose. Similarly, a notice couched in purely informative language, designed to explain the obligation of the respondents and the rights of employees under the agreement, could not in itself have been considered interference within the meaning of the Act.

4. The respondents except to statements made in connection with a proposed finding which characterizes letters addressed by James H. Cannon to Harry Bridges, in the spring of 1942, as a vilification of Bridges, the UE, and the type of trade unionism which they were alleged to represent, incorrectly assuming that the proposed finding of a violation of Section 8 (1) of the Act in this connection is based upon the aforesaid letters to Bridges. Our finding is actually based upon "similar statements" embodied in an open letter to the employees.

5. The argument of the respondents in support

of their exception with respect to the present status of CEA, and the present contractual relationship between the respondents and their employees, is apparently based upon the erroneous assumption that the proposed findings with respect to the 8 (2) allegations of the complaint are bottomed in part upon these factors. Upon the present record, however, the relationship of the respondent to MESA is irrelevant to any charge of company domination and interference, and the facts with respect to present contractual relations are set forth merely to complete the history of employee organization at the plants involved herein.

Similarly, the respondents' assumption that we considered the speed of their initial contractual negotiations with CEA as a factor in the proposed finding of support and domination appears to rest upon a misconception of the significance attached to that fact. We do not rely on that fact in the determination that CEA is a company dominated organization, within the meaning of Section 8 (2) of the Act.

6. The argument of the respondents in support of their exception with respect to the separation of Florence Maynard is based entirely upon an admission by Maynard in the letter distributed to employees before her ouster by the Cannon Employees Association. Although Caffarel testified clearly and without contradiction, as noted in the proposed findings, that he had been separated contemporaneously with Maynard, under circumstances which establish that both were discharged, the respondents

have offered no evidence based upon their own records or other reliable testimony to establish that the separation of Maynard occurred under other circumstances. We find the exception of the respondents in this connection, therefore, to be without merit.

7. With respect to the dismissal of Armant, the respondents argue, in effect, that his treatment by the companies before the discharge on which the complaint is abused should be considered as evidence of their good faith in discharging him. While it is true that the respondents failed to act on several earlier requests by CEA for Armant's discharge, the record as a whole does not support the contention that they were finally "forced" to dispense with his services. In their brief the respondents refer to the hearing which proceeded his discharge as an "arbitration" proceeding, although James H. Cannon testified specifically that this was not the case. Similarly, the statement in the brief that "the respondents were faced with the absolute necessity of discharging Mr. Armant upon his being rejected as a member of CEA" is without foundation in the record, because there is no evidence that the Board of Directors of the contracting union had ever taken official action to revoke Armant's membership in that organization.

The remaining exceptions raise no substantial issue beyond those already considered and discussed at length in the proposed findings. We find them to be without merit.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Cannon Manufacturing Corporation, and its officers, agents, successors and assigns, and James H. Cannon, an individual doing business as the Cannon Electric Development Company, Los Angeles, California, and his agents, successors and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of the Contact Committee, by whatever name it may be known, or of the Cannon Employees' Association, or the formation or administration of any other labor organization of their employees, and from contributing financial or other support to the Contact Committee or the Cannon Employees' Association, or to any other labor organization of their employees;

(b) Recognizing the Cannon Employees' Association, or any successor thereto, as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(c) Giving effect to any and all contracts with the Cannon Employees' Association, or to supplements thereto, or modifications thereof, or any superseding agreements;

(d) Encouraging membership in the Cannon

Employee's Association, or any other labor organization of their employees, and discouraging membership in United Electrical, Radio & Machine Workers of America, affiliated with the Congress of Industrial Organizations, or International Association of Machinists, Lodge 311, unaffiliated, or any other labor organizations of their employees, by discharging or refusing to reinstate any of their employees, or by discriminating in any other manner in regard to their hire or tenure of employment, or any term or condition of their employment;

(e) In any other manner interfering with, restraining, or coercing their employees in the exercise of the right to self-organization, to form labor organizations, to join or assist United Electrical, Radio & Machine Workers of America or International Association of Machinists, Local 311, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or any mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:²

²The Board expressly reserves the right to modify the back-pay and reinstatement provisions of this order if made necessary by a change of conditions in the future, and to make such supplements thereto as may hereafter become necessary in order to define or clarify their application to a specific set of circumstances not now apparent.

(a) Withdraw and withhold all recognition from the Cannon Employees' Association, as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment, and completely disestablish that organization as such representative;

(b) Refrain from recognizing the Contact Committee, by whatever name it may be known, as the collective bargaining representative of any of their employees, in the event that organization should ever return to active existence;

(c) Reimburse all employees, whose dues in the Cannon Employees' Association were checked off by the respondents, for the amounts thus deducted from their wages since February 15, 1945;

(d) Offer to Alvin L. George, Clarence Joseph Armant, Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, Clarence William Youngberg, Jr., and Herbert H. Caffarel, immediate and full reinstatement to their former or substantially equivalent positions,³ without prejudice to their seniority or other rights and privileges;

³In accordance with the Board's consistent interpretation of the term, the expression "former or substantially equivalent position" is intended to mean "former position wherever possible, but if such position is no longer in existence, then to a substantially equivalent position." See *Matter of The Chase National Bank of the City of New York, San Juan Puerto Rico Branch*, 65 N.L.R.B. 827.

(e) Offer to Florence Maynard immediate and full reinstatement to her former or a substantially equivalent position, in the manner set forth in the proposed findings attached hereto, in the section entitled "The remedy";

(f) Make whole Alvin L. George for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from September 26 to October 15, 1942, when charges filed on his behalf were withdrawn and from January 16, 1945 to the date of the respondents' offer of reinstatement, less his net earnings⁴ during these periods;

(g) Make whole Clarence Joseph Armant for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of his dis-

⁴By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge of the consequent necessity of his seeking employment elsewhere. See *Matter of Crossett Lumber Company*, 8 N.L.R.B. 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. See *Republic Steel Corporation v. N.L.R.B.*, 311 U. S. 7.

charge to October 15, 1942, when charges filed on his behalf were withdrawn, and from January 16, 1945, to the date of the respondents' offer of reinstatement, less his net earnings during these periods;

(h) Make whole Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, and Clarence William Youngberg, Jr., for any loss of pay which they may have suffered by reason of the respondents' discrimination against them, by payment to each of them of a sum of money equal to the amount which each normally would have earned as wages from the date on which charges were filed on their behalf to the date of the respondents' offer of reinstatement, less the net earnings of each during such period;

(i) Make whole Florence Maynard for any loss of pay she may have suffered or may suffer by reason of the respondents' discrimination against her, by payment to her of a sum of money determined in the manner set forth in the proposed findings attached hereto, in the section entitled "The remedy";

(j) Make whole Herbert H. Caffarel for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages from July 29, 1944, the date of his discriminatory discharge, to the date of the respondents' offer of

reinstatement, less his net earnings during this period;

(k) Post at their plants in Los Angeles, California, copies of notice attached to the Proposed Findings of Fact, Proposed Conclusions of Law and Proposed Order, marked "Appendix A."⁵ Copies of said notice, to be furnished by the Regional Director for the Twenty-first Region, shall, after being duly signed by the respondents' representatives, be posted by the respondents immediately upon receipt thereof, and maintained by them for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondents to insure that said notices are not altered, defaced, or covered by any other material;

(1) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order, what steps the respondents have taken to comply herewith.

It Is Further Ordered that the complaint against Cannon Manufacturing Corporation and James H. Cannon, an individual, doing business as Cannon Electric Development Company, be, and it hereby is, dismissed, insofar as it alleges that the respond-

⁵In the event this order is enforced by decree of a Circuit Court of Appeals, there shall be inserted, before the words "A Decision and Order," the words: "A Decree of the United States Circuit Court of Appeals Enforcing."

ents discriminated in regard to the hire and tenure of employment of Gus Palm, Louis Tournie, and Louis LaGuerre Drouet.

Signed at Washington, D. C., this 16 day of December 1946.

PAUL M. HERZOG,
Chairman,

JOHN M. HOUSTON,
Member,

(Seal) National Labor Relations Board

United States of America
Before the National Labor Relations Board

Case No. 21-C-2428

In the Matter of CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual, doing business as
CANNON ELECTRIC DEVELOPMENT COMPANY¹ and IN-
TERNATIONAL ASSOCIATION OF MACHINISTS, LODGE
311.

Case No. 21-C-2474

In the Matter of CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual doing business as CAN-
NON ELECTRIC DEVELOPMENT COMPANY, and UNITED
ELECTRICAL, RADIO & MACHINE WORKERS OF AMER-
ICA, CIO.

Mr. Charles M. Ryan, for the Board. Mr. David
H. Cannon, of Los Angeles, Calif., for the respond-
ent. Miss Judy Dunks, of Los Angeles, Calif., for
the UE. Mr. Maurice M. Miller, of counsel to the
Board.

PROPOSED FINDINGS OF FACT,
PROPOSED CONCLUSIONS OF LAW and
PROPOSED ORDER

Statement of the Case

Upon amended charges duly filed by Interna-
tional Association of Machinists, Lodge 311, herein
called the IAM, and United Electrical, Radio &
Machine Workers of America, affiliated with the
Congress of Industrial Organizations, herein desig-

¹ The parties agreed that Cannon Electric Development Com-
pany was the correct name for the business operations of this re-
spondent, and the pleadings and other formal papers were amended
accordingly.

nated as UE, the National Labor Relations Board, herein called the Board, by the Regional Director for the Twenty-first Region (Los Angeles, California), issued its consolidated complaint,² dated February 15, 1945, and an amendment thereto, dated May 7, 1945, against Cannon Manufacturing Corporation, herein called the Corporation, and James H. Cannon, an individual, doing business as Cannon Electric Development Company, herein designated as the Company, both herein designated jointly at times as the respondents, alleging that the respondents had engaged in and were engaging in unfair labor practices within the meaning of Section 8 (1), (2), and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the consolidated complaint, the amendment thereto, the amended charges, and the notice of hearing, were duly served upon the Corporation, the Company, the IAM, UE, and the Cannon Employees Association, herein designated as CEA.

With respect to the alleged unfair labor practices, the amended complaint, as further amended at the hearing, stated, in substance, that the respondents: (1) on or about May 20, 1941, had inaugurated, sponsored, promoted and formed a labor organization among their employees known as the Contact Committee; (2) beginning on or about

²The Board, on February 14, 1945, pursuant to Article II, Section 36 (b) of its Rules and Regulations as amended, had ordered the consolidation of the cases involved herein.

May 20, 1941, and continuing to on or about September 15, 1941, had dominated and interfered with the formation and administration of the Contact Committee, contributed financial and other support thereto, and coerced, encouraged, influenced and persuaded their employees to accept the Contact Committee as a collective bargaining representative; (3) on or about January 1, 1941, had inaugurated, sponsored, promoted and formed a labor organization among the employees known as the Cannon Employees Association, originally known as the Cannon Employees Recreation Association, herein called CERA; (4) continuously since January 1, 1941, has dominated and interfered with the formation and administration of CEA, contributed financial and other support thereto, and coerced, encouraged, influenced and persuaded their employees to accept CEA as a collective bargaining representative; (5) entered into and presently have an agreement with CEA, under which they have required and now require as a condition of employment that their employees join and remain members of CEA and pay dues and assessments to it; (6) by entering into such an agreement with CEA, which agreement is invalid, and particularly by the requirement that the employees join and remain members of that organization and pay dues and assessments to it, have interfered with, restrained and coerced their employees and continue to interfere with, restrain and coerce them in the exercise of rights guaranteed by the Act, thereby engaging in unfair labor practices within the meaning of Section 8 (1)

and (2) of the Act—for which conduct the respondents should be required to reimburse and make whole their employees, including present employees and former employees, by payment to them of a sum of money equal to the amount of money which the employees have paid in dues and assessments to CEA; (7) on various dates between December 5, 1941 and July 29, 1944, discharged and refused to reinstate six named employees³ for the reason that they joined and assisted UE or in the IAM, respectively, opposed CEA, and engaged in concerted activities with other employees for their mutual aid and protection; (8) on or about June 12, 1943, discharged and refused to reinstate eight named employees⁴ for the reason that they joined and assisted UE and refused to maintain membership in CEA or pay dues and assessments to it; (9) discouraged membership of their employees in the IAM and UE by making scurrilous, defamatory and derogatory attacks upon the said labor organizations and their representatives, by threatening their employees with retaliation and reprisal if they joined or assisted such labor organizations, and by engaging in surveillance of union meetings and activities; and (10) by all the foregoing acts interfered with, restrained,

³Gus Palm, Alvin L. George, Clarence Joseph Armant, Florence Maynard, Herbert H. Caffarel, and Louis La Guerre Drouet.

⁴Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Louis Tournie, Ada Lish, Eloise Hunt and Clarence William Youngberg, Jr.

and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act.

The respondents' answer, as amended at the hearing, admitted the jurisdictional allegations of the complaint as to the Company but denied such allegations as to the Corporation. The answer of the respondents also admitted that the IAM, UE, and CEA are labor organizations within the meaning of the Act, but denied that the Cannon Employees Recreational Association and the Contact Committee were ever labor organizations within the meaning of the Act. In their answer the respondents further admitted the discharges alleged, but denied the commission of the unfair labor practices set forth in the amended complaint, and as an affirmative defense alleged that the Board is estopped from proceeding on the issues herein for the reason that these issues had been fully determined and settled by the action of the Board in a previous representation proceeding.

Pursuant to notice a hearing was held on various dates between May 24 and June 7, 1945, at Los Angeles, California, before James C. Batten, the Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondents were represented by counsel, and the UE by its representative. All participated in the hearing. Full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing upon the issues was afforded to all parties.

At the opening of the hearing, counsel for the Board served upon the parties a "Second Amend-

ment to the Complaint.” Counsel for the respondents, by agreement of the parties, was thereupon granted additional time to file an amended answer. The respondents also moved for a continuance, upon the ground that the second amendment to the complaint entirely changed the issues. The motion was denied.⁵ Counsel for the respondents also objected to any hearing on the complaint, upon the ground that the issues framed therein had been passed upon with a degree of finality by the National Labor Relations Board, as set forth in the affirmative defense in the respondents’ answer. The Trial Examiner overruled the objection. Counsel for the respondents then requested the exclusion of all witnesses, except a representative of the respondents and representatives of the complaining labor organizations. The motion was granted, but respondents’ counsel withdrew it when the Trial Examiner refused to permit more than one representative of the respondents to remain at the hearing, under a uniform application of the rule. Counsel for the respondents renewed the motion for the exclusion of witnesses later in the hearing, at which time the Trial Examiner stated that he had no objection to the exclusion of witnesses if the rule were uniformly applied. Counsel for the respondents and the Board gave no indication that they were willing

⁵ The second amendment to the complaint did not change the issues as set forth in the original complaint, but did strike from the amended complaint certain allegations of which the respondents had had proper notice.

to have the rule invoked upon such a basis. At the close of the testimony, Board's counsel moved to conform the pleadings to the proof with respect to names, dates, and other formal matters. There was no objection, but the Trial Examiner failed to make a formal ruling on the motion. The motion is hereby granted. Counsel for the respondents then moved to dismiss the entire consolidated proceeding, upon the ground that all the issues involved had theretofore been heard and determined by the Board, and were well known to UE, the IAM, and the Board at the time of two earlier elections, the consent election of September 9, 1941 and the Board-ordered election of January 25, 1943. The motion was denied. At the conclusion of the hearing the parties informally discussed the issues. Briefs were filed by the Board and the respondents.

During the course of the hearing the Trial Examiner made rulings on other motions and objections to the admission of evidence. The Board has reviewed the rulings of the Trial Examiner and finds that no prejudicial error was committed. The Trial Examiner's rulings at the hearing are hereby affirmed.

On September 14, 1945, the Board, acting pursuant to Article II, Section 36 (a) of the National Labor Relations Board Rules and Regulations, Series 3, as amended, issued an order providing that the case be transferred and continued before the Board for the issuance of Proposed Findings of Fact, Proposed Conclusions of Law, and Proposed Order.

Upon the entire record in the case, the Board makes the following:

PROPOSED FINDINGS OF FACT

I. The Business of the Respondents⁶

Cannon Manufacturing Corporation, a California corporation, has its principal office and place of business at Los Angeles, California, where it is engaged in the manufacture of cable connections and electrical specialties. During the calendar year ending December 31, 1934, the Corporation purchased materials in excess of \$3,000,000, for use in its manufacturing plant, of which materials worth approximately \$500,000 were obtained from sources outside the State of California. During the same period, the entire manufacturing output of the Corporation, valued in excess of \$7,000,000, was sold to the Cannon Electric Development Company.

James H. Cannon, individual, doing business as Cannon Electric Development Company, operates as a contracting agency. The Company designs and engineers the products of the Corporation, conducts all necessary advertising, and handles all sales. In 1944 its sales exceeded \$7,000,000 in value. Approximately 15 percent of the sales were made directly to the United States Government, while 70 percent were made to aircraft companies having Government contracts, a substantial percentage being shipped to points outside the State of California.

⁶ The findings made herein with respect to the business of the respondents are based upon admissions in the amended answer and a stipulation of the parties.

We find that the respondents are engaged in commerce within the meaning of the Act.⁷

While the respondents appear to maintain separate legal and accounting identities, they are in fact operated as a single integrated enterprise, occupying the same office and plant.⁸ The Corporation is wholly owned by James H. Cannon, but the managerial control and the operations of both enter-

⁷ Counsel for the respondents admits that the Company is engaged in commerce within the meaning of the Act, but makes no such admission with respect to the Corporation. In connection with a prior representation proceedings, however, discussed more fully hereinafter, the respondents stipulated that the Corporation and the Company were "engaged in interstate commerce" within the meaning of the Act. Cannon Manufacturing Corporation, et al., 46 N. L. R. B. 592.

⁸ The business was created in 1915 by James H. Cannon, operating under the name of the Cannon Electric Development Company. In 1920 the business was incorporated, but continued to operate under the same name until 1939, when it became Cannon Manufacturing Corporation. At the same time James H. Cannon registered the Cannon Electric Development Company as the trade name of a sole proprietorship, which became the engineering and sales agency of the Corporation. Both organizations jointly occupied what is now known as Plant No. 1 until late in 1940, when the offices and most of the operations were moved to a new building, known as Plant No. 2. Unless otherwise specified, the individuals involved in the present proceeding were officers, supervisors, or employees of the Corporation, which employed approximately 1,300 of the 1,500 persons on the pay roll of the respondents.

prises are closely coordinated. James H. Cannon, in his capacity as president of the Corporation and sole owner of the Company, actively conducts the operations of each, and directs the labor relations policy of both respondents. Since the evidence establishes that the respondents operate as a unit and maintain a common policy in labor relations matters, it is clear, and we find, that for the purposes of the instant case, the respondents constitute a single employer under Section 2 (2) of the Act.

II. The Organizations Involved

United Electrical, Radio & Machine Workers of America is a labor organization affiliated with the Congress of Industrial Organizations, admitting to membership employees of the respondents.

International Association of Machinists, Lodge 311, unaffiliated, is a labor organization admitting to membership employees of the respondents.

Cannon Employees Association, originally known as the Cannon Employees Recreation Association, is an unaffiliated labor organization admitting to membership employees of the respondents.

The Contact Committee was an unaffiliated labor organization which represented the employees of the respondents.

III. The Unfair Labor Practices

A. Early labor relations history; accompanying interference, restraint, and coercion.

The employees of the Company⁹ first evidenced

⁹ See footnote 8, *supra*.

interest in a labor organization in 1937, at which time the International Brotherhood of Electrical Workers executed a written agreement with the firm. In the spring of 1938, the IAM requested recognition. The resulting correspondence between that organization and the Company included several letters in which James H. Cannon vilified the Union threatened to discharge union supporters in his employ, and indicated that he would welcome an "inside" organization of his employees "to discuss problems of mutual interest" with management. He declared, *inter alia*, that the Union was "promoting" the idea that employees could "blackmail" higher wages out of an employer, characterized the Wagner Act as "one of the most flagrant miscarriages of justice" in the statute books, and promised that "any undue activity" by the employees would result in "tragedy." In a letter dated May 11, 1938, Cannon declared that he possessed "sufficient 'intestinal fortitude' to tell any outside organization that tries to 'horn in' and disorganize the workes, to go to hell," and invited dissatisfied employees to resign, as he saw no reason for "wasting further time in discussing the formation of a clique that could dominate the operation of (the) business over the will of the management."¹⁰ During the

¹⁰ While we believe it to be likely that these letters were seen by employees of the Company, there is no testimony to indicate that this occurred. We make no finding, therefore, that these statements constitute interference, restraint, or coercion. They serve, nevertheless, to indicate the general attitude of the re-

same period, according to the undenied and credited testimony of Alvin George, a witness for the Board, Plant Superintendent Roy Cromwell suggested that he attend an IAM meeting, and questioned him thereafter about the number present, the identity of those of who conducted the meeting, and the nature of the discussion.

On June 21, 1938 the IAM reached an agreement with the Company, effective from year to year thereafter, subject to modification or termination at the end of any yearly period. This contract has never been formally terminated, but the available evidence indicates, and we find, that the grievance committee established by its terms did not function in 1939 and 1940. There is no further evidence of IAM organizational activity among the respondents' employees before the filing of the charges which initiated the present consolidated proceeding.

B. Company domination and support of employee organizations; accompanying interference, restraint, and coercion.

1. The Contact Committee

In December, 1940, shortly after the respondents had transferred the major part of their operations to Plant No. 2, as already noted, UE began an organizational campaign among the respondents' employees. James H. Cannon testified that this ac-

spondents to so-called "outside" organizations, and we have considered them in evaluating other conduct ascribed to the respondents and discussed more fully hereinafter.

tivity on behalf of UE coincided with a fourfold expansion of the Corporation pay roll—a development which created a number of “personnel problems,” and which led Cannon to the conclusion that some method for dealing with grievances and the adjustment of working conditions was essential. Accordingly, on May 20, 1941, he issued an open letter to the employees, in which he suggested the formation of an employees’ “Contact Committee” for this purpose. The letter indicated the manner in which the Committee would function, the type of men who should be nominated to it, and set forth in some detail the election procedure to be used. Cannon promised that Committee members would receive additional pay and clerical help. He concluded with a general discussion of his plans for employee welfare, expressed the belief that the proposed system would bring substantial benefits to the employees, and appealed for their cooperation.¹¹

The letter of May 20 was distributed at the plant gates by the staff of the “Cannoneer,” a monthly publication of the respondents. Shortly thereafter, Mary Torrence, assistant editor of the “Cannoneer,” conducted two elections in the plant, to enable the employees to select the membership of the Committee. The employees cast their ballots on company time. One week later, Torrence announced

¹¹ On May 26, 1941, when UE requested the respondents to recognize a grievance committee on behalf of UE members, the request was refused by the respondents.

the results, and also announced that the Committee would hold its first meeting in the plant conference room.

The newly elected group met as scheduled, with James H. Cannon and his son Rober Cannon, vice president and general manager of the Corporation, in attendance. The Cannons suggested that its organization be completed, and officers were then elected. Herbert Caffarel was named chairman of the group. His letter of thanks, which accompanied a statement of committee procedure signed by James H. Cannon, was revised by the editor of the "Cannoneer" and distributed at the plant gates by the staff of that publication. Thereafter, the Committee met frequently on the swing shift in the plant conference room and discussed employee grievances in the presence of James H. Cannon or his son.¹² On several occasions, in open letters to the employees, Cannon praised the Committee and urged the employees to support it. The Committee fell into a state of desuetude, however, and eventually ceased to function after having been in existence for approximately 3 months.¹³

It is clear from the above recital, and we find,

¹² Caffarel testified that the Committee considered one grievance involving a discharge who sought reinstatement, and also brought to the attention of management a case in which several employees complained about the conduct of their foreman.

¹³ The Committee has never been disestablished. James H. Cannon admitted further that the respondents' employees have never been informed officially that the Committee has ceased to exist.

that the Contact Committee was a labor organization within the meaning of Section 2 (5) of the Act, and that it was a creation of the respondents in its entirety. The Committee was formed and existed for purpose of dealing and did deal with the respondents concerning grievances and conditions of work. It came into being through the direct solicitation of the respondents, and was dominated by the Cannons, father and son, throughout its entire period of activity. The contention of the respondents that Committee members were chosen in a free and secret ballot, and functioned without interference, is not supported by the record. We find that the Contact Committee was intended, and did operate, as a bar to the freedom of self-organization guaranteed by the Act. By their conduct, as set forth above, the respondents have dominated and interfered with the formation and administration of the Contact Committee, and contributed support to it, within the meaning of Section 8 (2) of the Act, thereby interfering with, restraining and coercing their employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. The Cannon Employees Recreation Association and the Cannon Employees Association.

On the day after a UE sound truck first appeared before the respondents' plant, in January 1941, Ned Mandella, a tool crib attendant, placed a petition on the tool crib counter and asked employees to sign it "to keep out the CIO." The document was later designated as a list of membership

applications for the Cannon Employees Recreation Association. One of the employees solicited by Mandella was Alvin L. George, a carpenter. The latter refused to sign, advising Mandella that he did not believe such a petition could properly be circulated on company time. Within the week, George was called into the office of Plant Superintendent Ray Cromwell, who asked why he did not join the organization which Mandella was forming. When George stated that he did not wish to get in trouble with the respondents, Cromwell replied that it was all right, and that the respondents knew what Mandella was doing. He stated that the organization would be a "company union," and asked George to join. However, despite further solicitation by Mandella, George refused to become a member of the new organization, and eventually joined UE, as hereinafter noted.

Other witnesses stated that the petition which Mandella asked them to sign identified the organization being formed as a "club" designed to sponsor recreational and athletic activities. Shortly after the initial circulation of the petition, a bulletin board for CERA announcements was erected near the office of Superintendent Cromwell. Bulletins announcing a forthcoming election of officers for CERA were posted thereon. Lawrence Wiley, an employee, testified credibly that these bulletins, which included a suggested slate of officers, remained posted for a week, and that the election was held shortly thereafter. A ballot box was placed near Cromwell's office, ballots were distributed in

the various departments, and employees were permitted to vote during working hours. Wiley and two other employees counted the ballots in the plant. Ned Mandella was elected president of the organization.

The officers and board of directors selected in this fashion held several meetings between January and April 1941.¹⁴ During this period various representatives of the organization continued to solicit members among the employees, and distributed membership cards in the name of CERA.¹⁵ The record, however, contains no indication that CERA ever functioned in the fashion indicated by its name.

In the meantime, on February 28, 1941, Articles

¹⁴ Joseph Lewis, an attorney who subsequently represented the Cannon Employees Association, was present at two of these meetings.

¹⁵ The first membership cards distributed bore the trade mark of the respondents, but this distinguishing feature was omitted when the cards were subsequently reprinted. Both James H. Cannon and Robert Cannon, testified that this use of the respondents' trade mark was entirely unauthorized, that they had been unaware of its use on CERA cards until the matter was called to their attention, and that Mandella was immediately ordered to discontinue the use of cards bearing the firm trade mark. The trade mark is prominently displayed throughout the plant and can be reproduced without the use of a special cut. Its use by CERA, therefore, cannot be considered indicative of support by the respondents, in the absence of direct evidence that its use in the manner indicated was authorized or permitted by them.

of Incorporation and By-Laws for an organization known as the Cannon Employees Association were filed with the State authorities. The CEA, organized as a non-profit corporation, was authorized to engage in a wide range of welfare activities and to act as a labor organization. According to the credited testimony of Wiley, a director of CERA and one of the incorporators of CEA, the directors of the Cannon Employees Recreation Association voted in April 1941 to change the name of the organization to Cannon Employees Association and to continue operations under the charter and bylaws previously noted.¹⁶ Although Wiley and one of the other directors resigned almost immediately thereafter, Ned Mandella retained his position as president of the new organization without any further election. He appointed two directors to replace those who had resigned, and the board of directors of CERA contained to act as the governing body of the new organization.

On or about May 20, 1941, Elsie Monjar, an employee, had a conversation with Mandella in the plant, in which the latter stated that CERA, CEA, and the Cannon Employees Welfare Association,¹⁷ "are all mine." He told Monjar that CERA and CEA "are the same thing," and that "the boss" had asked him to organize CEA. In response to a

¹⁶ Wiley testified that Mandella said the action was being taken "to keep out the CIO" by setting up CEA as a labor organization.

¹⁷ A welfare organization whose activities are not otherwise relevant in this proceeding.

question by Monjar, Mandella stated that it was not a company union but an "employees union," designed to keep out the CIO. He invited Monjar to solicit members for CEA on her shift, and advised her to "organize" during working hours. Monjar did solicit members for CEA thereafter. She turned in lists of new members and the initiation fees she collected to secretary of CEA during the working hours of the latter, at which time the secretary gave her membership cards for distribution to new members. CERA membership cards were used to record the dues payments of CEA members as late as July 1941, although the former organization supposedly had ceased to exist in April.¹⁸ According to Monjar's uncontradicted testimony, which we credit, the foreman of the department in which the secretary worked observed her conversations with Mandella and the secretary on each of the occasions on which they conferred, but never interfered.

On several occasions during this period, James H. Cannon distributed open letters to the employees,

¹⁸ Counsel for the respondents contended there was no connection between CERA and CEA. It is clear from the above that this contention is without merit. When called as a witness for the respondents, James H. Cannon admitted the connection between the two organizations. His testimony on direct examination reads as follows:

A. The C.E.A. started to organize, I guess, under that old name of the Association.

Q. The Cannon Employees Recreation Association?

A. Yes, Sir. . . .

and copies of correspondence with UE which clearly indicated his hostility to that organization. These letters included statements that the respondents would never operate a closed shop, that "outside" organizations would never dictate to the companies, and that UE had misrepresented the position of the respondents with respect to its organizational activities. On July 3, 1941, in a letter to UE which was also distributed to the employees, Cannon challenged the UE to prove an alleged statement that he was dishonest, or to withdraw from the plant.

Herbert Caffarel was another employee approached by Mandella, who requested that he assist in the organization of CEA. Caffarel was given a badge which identified him as a "Member of the Board of Directors" and solicited members for CEA on the plant premises during working hours, primarily in his own department.

On June 9, 1941, CEA filed with the Board a petition for an investigation and certification of representatives. During the months that followed, both UE and CEA appear to have engaged in extensive organizational activity within the plant of the respondents. Adherents of both organizations solicited membership during working hours. On August 15, 1941, the respondents issued a pamphlet, "Employee Information and Regulations," which provided inter alia that employees were not to solicit membership in any organization "during

working hours or on company property.”¹⁹ The record established however, that Caffarel, Mandella and other employees continued to solicit members for CEA on the respondents’ premises thereafter, and there is no specific evidence of disciplinary action by the respondents against supporters of the aforesaid organization.²⁰

We find no indication in the record that representatives of management knowingly permitted UE

¹⁹ The rule, as quoted, is obviously too broad. See *Peyton Packing Company*, 49 N.L.R.B. 828; enforced 142 F. (2d) 1009 (C. C. A. 5). It was rescinded, however, in March, 1942, and has not been enforced since that date.

We note, in this connection, that the by-laws of CEA, adopted earlier in 1941, listed 17 “Grounds for Discharge of Members.” The regulations described above listed 13 types of activity which they would consider “Causes for Discharge.” Eleven of the causes for discharge cited by the respondents are identical with types of activity previously listed by CEA as grounds for discharge. The by-laws of CEA were amended subsequently, and the title of the section to which reference is made was changed to read “Grounds for Expulsion of Members.”

²⁰ Some of the volunteer organizers on behalf of CEA were leadmen at the time. Although the record supports an inference that the respondents’ leadmen had sufficient authority to be classified as supervisors, it is clear that they were considered by all parties to be within the unit appropriate for collective bargaining at the plant of the respondents. Leadmen were permitted to vote in the 1941 consent election noted hereinafter and there is no indication of their exclusion from the unit in the later election directed by the Board.

supporters to engage in similar activities on company time. The evidence is to the contrary and the freedom accorded to Mandella, Caffarel and others, to solicit on behalf of CEA during working hours, stands in marked contrast to the treatment of volunteer organizers for UE.²¹ Lawrence Wiley, who had joined UE and became a steward shortly after his resignation from CERA, was approached at his machine on or about August 28, 1941, by two employees who inquired about joining the CIO. Despite Wiley's refusal to discuss the matter during working hours, they returned several times and he finally gave them membership cards. Within a few minutes Howard Jorgensen, Superintendent Cromwell's secretary, called Wiley into the office of the latter, and Cromwell discharged him forthwith for soliciting in behalf of the Union on company time.

Thereafter, on September 2, UE called a strike of the respondents' employees, to protest the discharge of Wiley and several other UE stewards who had been dismissed at the same time. Local representatives of the armed services and the Office of Production Management arranged a conference of the interested parties forthwith. As a result of the conference which was held at the Regional Office

²¹ Robert Cannon testified that foremen had been instructed to remain neutral and to enforce the respondents' rules in all case, regardless of the union involved. He stated generally that workers had been disciplined for organizing on company time, but made no specific denial of the testimony summarized herein.

of the Board and attended by representatives of UE, CEA, and the respondents, UE agreed to terminate the strike, the respondents agreed to reinstate the discharged stewards subject to arbitration, and the parties agreed to a consent election on the petition then before the Board.

During the week preceding the election, whenever the UE sound truck appeared before the plant, loud speakers on the plant roof under the control of the respondents, were used to broadcast music with great volume, an action which effectively interfered with the efforts of UE to solicit support among the employees. In contrast, the undisputed evidence shows that a few days before the election some CEA literature was placed on the Corporation's time clock and was permitted to remain there for the perusal of employees, although a plant guard was permanently stationed nearby, at a post which commanded a clear view of the clock. On September 8, according to undisputed testimony, one of the respondents' foremen, Glenn McClung, appeared at work wearing a CEA button.²²

The election was held on September 9, 1941, and CEA received a majority of the valid votes cast. Objections to the election filed by UE were overruled by the Regional Director on October 17.

Shortly thereafter, on a date which does not appear in the record, James H. Cannon issued a letter to the employees in which he praised CEA,

²² On the day of the election, after the results were announced, the same foreman said, "Well, we won the election."

urged the employees to support it, and spoke of the fact that "the declaration of war" on CEA had upset it "as much as it did the management." Within a week of the election Foreman Glen McClung advised Clarence Armant to discard his UE steward's badge and join CEA.

On or about October 14, 1941, Louis LaGuerre Drouet, who was then a director of CEA, Andrew Bereznak, its vice-president, and Mandella went to a local branch of the Citizens National Bank during working hours, where they secured a loan of \$500 on an unsecured note for the use of CEA.²³

²³ Although Drouet was the principal witness in this connection, our findings on this point are not based on his testimony, but on the testimony of H. V. Vogelsang, branch manager of the bank, and Robert Cannon. Drouet's testimony, considered in its totality, and in the light of his prior inconsistent statements under oath, does not impress us as credible. None of the findings made herein are based upon testimony supplied by Drouet.

In testifying as to the bank loan now under discussion, H. V. Vogelsang, branch manager of the bank, stated that he had approved an unsecured loan to these employees without any investigation of their financial resources or credit standing, other than a telephone call to verify their status as employees of the Corporation. While admitting on direct examination that he knew James H. Cannon, and that the latter had had an account with the bank in 1941, Vogelsang denied that Cannon was now a director of the bank, and testified that he did not believe Cannon had occupied that position in 1941. Robert Cannon testified that he had received a telephone call from Vogelsang when the application for the loan was made, but stated that he had merely

Thereafter, on October 24, 1941, following a short period of negotiation, the respondents and CEA executed an agreement effective for a term of 1 year and indefinitely thereafter, subject to termination on 30 days' notice. The agreement provided for a union shop, union membership being compulsory for employees who completed a 90 day probationary period.²⁴ In return, CEA agreed to accept as members all persons employed by the respondents within the bargaining unit on the date when the contract was signed who made written application for membership within 10 days of that date, "as long as it does not conflict with the bylaws of the Associa-

advised Vogelsang as to the employment status of the applicants. He denied that he had sent the men to the bank, denied any advance knowledge of their intention to seek a loan, and denied that he had guaranteed the loan in any way.

While the testimony of Vogelsang indicated that the loan was made without adequate investigation, there is no direct evidence that his willingness to advance the money in this fashion was due to assurances by the respondents. Although there appears to be ground for suspicion that the action of the bank was motivated by such assurance, the evidence fails to establish that such was the case, and accordingly we make no finding to that effect herein.

²⁴ In this connection, we note that the 1937 contract with the IBEW, and the 1938 agreement with the IAM, had not provided for any form of union security. James H. Cannon testified he had announced at the time that he would never sign a closed-shop contract with an affiliated union. There is no evidence that the respondents opposed the inclusion of a union security clause in their contract with CEA.

tion.²⁵ The agreement also provided for a voluntary check-off of dues, but the record established that employees were never clearly notified that check-off authorizations were voluntary. They were asked to authorize the dues check-off at the same time they were told that execution of a membership application was a prerequisite to continued employment with the respondents.

In November 1941, Frank Hobart, employee relations director and editor-in-chief of the "Cannoneer," notified Elsie Monjar, a member of the editorial staff, that she would have to choose between the "Cannoneer" and the "UE-Cannon News" to which she was also contributing. Hobart informed Monjar that, in his opinion, her continued activity as a writer for both publications involved a conflict of interest. Monjar denied that any conflict of interest existed in fact, but announced her resignation from the staff of the "Cannoneer" as the result of Hobart's request. The record shows that four of the employees associated with the "Cannoneer" at the time of Monjar's resignation were active members of CEA, and that six persons subsequently associated with the house organ con-

²⁵ On November 5, 1941, CEA requested the dismissal of 122 named employees who had not signed applications for membership within 10 days after the execution of the agreement. On December 3, the organization requested the discharge of 13 named employees (including 6 of the persons named in the complaint), on the ground that its board of directors had voted to reject their applications for membership. There is no record of the ultimate disposition made of this request.

tributed simultaneously to the "CEA News," a publication of the contracting union.²⁶ Hobart testified at the hearing that he had not knowingly permitted reporters on the staff of the "CEA News" to write for the "Cannoneer." However, the editorial staff of the "CEA News" was listed in that publication; and it would seem incredible that Hobart was unaware of the fact that six of his reporters were also on the staff of the "CEA News." Upon all the evidence, we find that Hobart was fully cognizant of the related activities of his staff at all times, and that his action with respect to Monjar was discriminatory.

Several months after the 1941 consent election, CEA held its first election of officers.²⁷ This election was held in the plant cafeteria, a separate building on the respondents' premises administered by the Cannon Recreation Association.²⁸ The polls

²⁶ The record also shows that Monjar was the only employee who ever wrote simultaneously for UE and the aforesaid publication of the respondents.

²⁷ Some time prior to this event, on a date which does not appear in the record, Mandella approached Caffarel, chairman of the Contact Committee, and suggested that the Committee be disbanded. The Committee did vote to disband, and Mandella, who was present at the meeting, stated that he would like to take the entire Committee into CEA because of their familiarity with the adjustment of grievances.

²⁸ This organization is a non-profit corporation which sponsors recreational activities for the employees with funds derived from the operation of the cafeteria. It is officered and operated entirely by agents of the two respondents.

were open all day. Ballots were counted in the Corporation conference room after the polls closed. A subsequent run-off election was conducted in similar fashion.

b. Organizational activity in 1942; the Board-ordered election.

Sometime in February 1942, Alvin L. George, a known adherent of UE and one of the stewards whose discharge had precipitated the walk-out of September 2, was formally charged with a violation of CEA bylaws, as the result of an incident discussed more fully below.²⁹ Although he received no formal hearing on the charge, and although the record fails to reveal any effort by CEA to expell him from membership, he was dismissed on March 4, 1942.

During 1942, the respondents and CEA conducted an irregular correspondence on such matters as the dismissal of dues delinquents, and alleged discrimination against CEA stewards by foremen. The record is silent as to other aspects of the relationship between the respondents and CEA.

UE, however, had resumed its organizational activities among the employees of the respondents in the spring of 1942. At the outset of its campaign, Harry Bridges, Regional Director for the CIO, wrote several letters to James H. Cannon with respect to the objectives of UE. Copies of these let-

²⁹ George had become a member of CEA sometime before this incident, in conformity with the requirements of the existing agreement.

ters were distributed to the employees by the Union. The letters written by Cannon in response generally vilified Bridges, the UE, and the type of trade unionism which they were alleged to represent. Although there is no evidence that copies of these letters were distributed to the employees, an open letter distributed to them on May 29, 1942, contained similar statements. In a letter to the employees dated June 19, 1942, James H. Cannon stated that a new agreement would soon be negotiated, and that a "representative setup" in CEA was "well under way, although somewhat behind delivery." Other open letters distributed in November 1942, after the filing of the UE petition, described the union circulars as defamatory, criticized unions generally and the UE in particular for its previous organizational activity, and warned the employees that labor would have to face the "vengeful wrath" of returning veterans.

In the meantime, during June of that year, Clarence Joseph Armant, a UE supporter who maintained membership in CEA under the terms of the existing contract, was charged with several violations of the CEA bylaws. The charges were "investigated" by the CEA board of directors.³⁰ Armant's subsequent discharge at the request of CEA was referred to the U. S. Conciliation Service, and the respondents agreed to reinstate him with

³⁰ Louis LaGuerre Drouet, janitor foreman of the respondent Corporation, was an active member of the CEA board at the time, and participated in the investigation.

back pay on September 12, 1942. Within one-half hour of his return a group of CEA supporters met in the plant cafeteria to protest his reinstatement. The resulting dispute was "arbitrated," on September 15, at which time James H. Cannon reviewed the charges against Armant. Several days later Armant was notified that Cannon had concurred in the request of CEA, and that he should consider himself discharged.

On September 21, 1942, UE filed a petition for certification as the representative of the respondents' employees.³¹ A Decision and Direction of Election was issued on December 31, 1942. The election was held on January 25, 1943, and CEA again received a majority of the valid votes cast. On January 30, 1943, UE filed objections alleging, in substance, that the respondents had illegally assisted CEA prior to the election. At the same time UE filed formal charges, alleging generally that the companies had violated Sections 8 (1) and (2) of the Act. On March 18, 1943, the Regional Di-

³¹ Thereafter, on September 26, UE filed charges alleging that CEA was company-dominated, and that the discharges of George and Armant had been effected with discriminatory intent. These charges were withdrawn without prejudice on October 15, 1942, apparently to enable the Board to proceed with the representation case.

On November 25, 1942, CEA filed charges alleging that the Corporation was assisting UE in its organizational campaign. These charges were fully investigated, and the Regional Director refused to issue a complaint. His action was sustained by the Board on December 26, 1942.

rector notified UE of his refusal to issue a complaint, and filed a Report on Objections which concluded that none of the objections raised substantial or material issues. In a Supplemental Decision and Certification of Representatives, issued April 12, 1943, the Board overruled the objections and certified CEA.

Thereafter, on May 5, 1943, the respondents and CEA executed a new agreement, to be effective for 1 year or the duration of the war "whichever is longer," and indefinitely thereafter subject to termination on 30 days' notice. The respondents again recognized "the principle of the closed shop," and agreed that all persons hired after the execution of the agreement would have to become and remain members of CEA, and authorize the check-off of their union dues, "as a condition of continuous employment." Check-off arrangements for persons employed prior to the execution of the agreement were to continue on a "voluntary" basis. It was also expressly agreed that CEA might use the cafeteria "for department and shift meetings."

c. The relationship between the respondents and CEA after the Board-ordered election.

In the spring of 1943, shortly after the Board-ordered election already noted, Caffarel, who was then president of CEA, saw James H. Cannon in the office of the latter. Cannon notified Caffarel that he did not approve of the retainer of Joseph Lewis as CEA attorney, since the fees for this service were being paid by the employees. At the next CEA board meeting, Business Agent Richard

Franklin ³² and John Gibson, a member of the board, sponsored a move to dismiss Lewis and the board approved the motion.

On May 26, 1943, the executive board of the UE local which had been organized at the respondent's plant distributed an open letter to the employees reaffirming their intention not to "join" CEA. The charges made by several members of CEA as a result of this action led to a formal hearing by that organization, which the UE supporters did not attend. On June 12, 1943, five of the eight employees who had signed the open letter were advised that they had been discharged at the request of CEA. Two other employees who had not been involved in the circulation of the open letter were discharged on the same date.³³

In the fall of the year, according to Rachel McBurnie, the shop stewards of CEA on her shift held a meeting in the plant cafeteria on company time, at which she was elected Chief Steward for that shift. She lost no pay for the time consumed by the meeting.³⁴ Thereafter, in May 1944, she was

³² The circumstances under which Franklin achieved this position, are set forth below.

³³ Louis Tournie, who was named in the complaint as the eighth person discharged on this date, appears to have resigned his employment voluntarily on June 18.

³⁴ Although there is no evidence that supervisory employees of the respondents were aware of the meeting in question, it is clear that meetings of the CEA executive board on company time and prop-

a successful candidate for the board of directors of CEA. Shortly before she was sworn in, John Gibson, then president of CEA, took her to see Robert Cannon. In the course of a general conversation about her new position, Gibson inquired if she had been elected to vote for the ouster of Richard Franklin as business agent. Despite her denial, Robert Cannon interposed the comment that the Corporation and CEA got on well together, and that Franklin had made a good business agent.

On the following day the newly elected board of directors held its first meeting. One of the new directors proposed a motion for the ouster of Franklin, which carried by a vote of four to three. Gibson refused to accept the vote, however, and called for a referendum by the membership. Although the election which followed was originally planned as a referendum on the ouster of Franklin, the ballots stated the issue as a choice between the retention of Franklin and Gibson, or McBurnie and the other directors who had voted for the ouster. Gibson and Franklin received a vote of confidence by the margin of 384 to 380 votes.

McBurnie testified credibly, and we find, that the election was held in the plant cafeteria from 7:00 a. m. to 8:30 p. m., the ballot box being guarded by an employee and one of the respondent's guards,

erty were permitted by the respondents. At least one such meeting was reported in the "CEA News." No witness for the respondent denied that employees were paid for time spent in such meetings. See footnote 35, *infra*.

who was wearing a business suit on that occasion. The votes were counted in the cafeteria, after which the guard and Cal Cannon, manager of the cafeteria, took the ballots into the cafeteria office.³⁵

The record establishes that the respondents at all times permitted employee representatives of CEA to attend to the affairs of that organization on company time, without loss of pay. Caffarel, who had several offices in CEA, testified credibly he had often left the plant on business for that organization,³⁶ and that meetings of the CEA board were

³⁵ The testimony of McBurnie and other witnesses with respect to CEA elections establishes that some of the employees who spent time away from work because of the elections suffered no deduction in pay. On the occasion discussed above, McBurnie's foreman gave her permission to attend the count, and she suffered no loss of pay as a result. Robert Cannon testified that the respondents permitted CEA to use the cafeteria for elections, and that these elections may have been held during working hours, but that it was not the intention of the respondents to pay employees for time spent away from work on election days. This testimony cannot be considered an express denial of the other evidence on this issue, and we find, in accordance with a preponderance of the evidence, that employees were paid for time spent away from work on these occasions.

³⁶ Caffarel was president of CEA from November, 1942, to March, 1943. Shortly after his election to this office he received a "permanent" pass from Superintendent Hawkinson, which permitted him to enter and leave the plant at will. During his subsequent term as treasurer, from March to December, 1943, he frequently transacted business at the bank

frequently held on company time. He stated that he was never aware of any deduction from his pay as a result of these absences from his work. John Gibson, who was elected president of the organization early in 1944, testified, and we find, that he had made arrangements through Superintendent Hawkinson whereby he, as president of CEA, could take time off from work without loss of pay, to transact CEA business. This arrangement, which permitted him to absent himself for not more than 2 hours in any 1 day, was made in the latter part of 1944. Gibson testified credibly that he handled CEA business during working hours 4 or 5 days per week; that he always secured the permission of his foreman to leave the plant, but never clocked out; and that this practice was followed by the other officers as well, until the organization was disbanded under circumstances hereinafter noted, in April 1945. Gibson contended that the practice described was sanctioned by Section X of the agreement of May 5, 1943. The section cited, however, merely allows members of the CEA board of directors and business agents to appear on company property or leave it during working hours whenever such action is required by the business of the Association. There appears to be no warrant in the section cited for paying employees at regular rates of pay for time spent away from work, and we find that these ar-

for CEA, without loss of pay. According to Caffarel, his foreman was always advised when he left work for this reason. Caffarel's testimony is credited.

rangements were made pursuant to agreements arrived at independently of the contractual provision cited.³⁷

Factional differences within CEA, related generally to those already mentioned, ultimately led to several additional discharges in 1944. After a formal hearing on July 15 and 22, 1944, Florence Maynard and Herbert Caffarel were expelled from CEA for "spreading false reports." On July 29, 1944, Maynard and Caffarel were informed that CEA had demanded their discharge. Shortly thereafter, on August 4, 1944, the original charges in this consolidated proceeding were filed by the IAM, acting on behalf of the two dischargees.³⁸ On January 16, 1945, UE filed charges alleging that the respondents had violated Sections 8 (1), (2), and (3) of the Act.

³⁷ Robert Cannon, admitting that officers of the CEA had frequently absented themselves from work under these circumstances, testified that absence from work without loss of pay was permitted by the contract only for grievance committee members working on grievances of which the respondents had been officially notified. No clause of the agreement was cited in support of this view. See *Metal Mouldings Corporation*, 39 N.L.R.B. 107, 117-118, enforced (C. C. A. 6), April 6, 1943, unreported.

³⁸ The charges were subsequently amended to allege that Louis LaGuerre Drouet had been discriminatorily discharged on April 15, 1944. The circumstances of Drouet's dismissal will be discussed hereinafter.

d. The Present Status of CEA

In identical letters dated March 16 and April 4, 1945, CEA notified the respondents that its members had voted, on March 13, to become members of the Mechanics Educational Society of America, Local 75, and that the latter organization had become the exclusive bargaining agent for the employees of the respondents. The letters stated that CEA had been dissolved by its board of directors, requested that the current dues check be made payable to M.E.S.A.,³⁹ and asked the respondents to meet the officers of Local 75 to negotiate a new agreement. The respondents met with the officers of M.E.S.A. as suggested, and executed a new agreement on April 10, 1945.⁴⁰ On April 23, however, Matt Smith, National Secretary of M.E.S.A., wired the Company that the contract was cancelled. The

³⁹ Robert Cannon testified without contradiction, and we find, that Don Schloeder, then secretary of CEA, had asked the respondents to check off dues for the month of March in the usual fashion and remit a check for the amount involved to M.E.S.A. The dues for the respondents' employees had already been checked off, but the respondents have withheld the sum involved, and Cannon stated that it would be refunded to the employees, if this had not been done already as of the date of the hearing. James H. Cannon, who confirmed this statement, added that he did not know whether the employees have been told about the refund.

⁴⁰ This contract was to be effective for a period of 1 year. It contained no 30-day termination clause, but provided that it might be renewed for 1 year by mutual consent.

telegram was read over the public address system and copies were posted on the bulletin boards in the plant. James H. Cannon testified that he had been advised CEA was no longer active but that he had received no official notice of its dissolution; and counsel for the respondents stated that the organization was taking steps to dissolve, but that the process had not been completed.⁴¹ The respondents have made no public statement about the present status of their contract with CEA, and Robert Cannon testified that the respondents are actually unable to determine whether they now have one contract, two contracts, or none.

CONCLUSION FINDINGS

1. The effect of the earlier Board proceedings

The respondents moved at the hearing to dismiss the consolidated complaint upon the ground that all the issues involved in this proceeding as to company domination, coercion of employees, and discharges "have heretofore been heard and determined by the Board," and upon the further and related ground that all the facts upon which the present proceeding is based were known to the Board and the charging unions at the time of the two elections already noted. In effect, the respondents contend that the action of this Board in the earlier proceedings, and the disposition made of objec-

⁴¹ Robert Cannon stated that the respondents had received a statement of dissolution from CEA, and a copy of the notice sent by that organization to the State Corporation Commissioner.

tions to the elections and incidental unfair labor practice charges filed, precludes the present consideration of events which preceded the most recent certification of CEA.

A contention of this nature, although couched in terms of estoppel and *res judicata*, is addressed essentially to the administrative discretion of the Board, for it is well settled that representation proceedings, whether or not they culminate in the certification of a bargaining representative, neither estop the Board from subsequently proceeding with respect to charges of unfair labor practices alleged to have occurred prior thereto, nor are *res judicata* of such charges.⁴² It is equally clear that the failure of the Regional Director to act affirmatively on the objections of UE in the two election cases or to issue a complaint upon the charges later filed, cannot serve to preclude the Board from a consideration of the respondents' antecedent conduct. Non-action

⁴² *Wallace Corporation v. N.L.R.B.* 323 U. S. 248, affirming 141 F. (2d) 87 (C. C. A. 4), enforcing 50 N.L.R.B. 138; see also *Warehousemen's Union, Local 117 v. N.L.R.B.* 121 F. (2d) 84, 92-94 (App. D. C.) cert. denied 314 U. S. 674; *Utah Copper Company v. N.L.R.B.* 129 F. (2d) 788, 791 (C. C. A. 10) cert. denied 322 U. S. 731; *N.L.R.B. v. Swift & Company*, 127 F. (2d) 30, 31 (C. C. A. 6); *N.L.R.B. v. Standard Oil Company* 142 F. (2d) 676 (C. C. A. 6), enforcing with modifications 47 N.L.R.B. 517, cert. denied 65 S. Ct. 427; *N.L.R.B. v. Stone* 125 F. (2d) 752, 756-757 (C. C. A. 7) cert. denied 317 U. S. 649. Cf. *N.L.R.B. v. Sun Shipbuilding and Dry Dock Co.* 135 F. (2d) 15, 18, 23 (C. C. A. 3).

by the Regional Director provides no indication of a ruling upon the merits.⁴³

In considering the respondent's plea to our discretion in the instant case, however, we are mindful of the fact that our earlier certification of CEA was accompanied by the administrative dismissal of unfair labor practice charges involving that organization. If, thereafter, the respondents had not engaged in further unfair labor practices, or had engaged merely in isolated acts of assistance, the combination of a certification and the administrative dismissal of charges might well have convinced us that sound administrative practice required us to disregard the antecedent conduct of the respondents, and to base our findings in the present case entirely upon the events which followed the certification.⁴⁴ The record establishes, however, that the respond-

⁴³ N.L.R.B. v. T. W. Phillips Gas and Oil Company, 141 F. (2d) 329 (C. C. A. 3); N.L.R.B. v. Baltimore Transit Co., 140 F. (2d) 51 (C. C. A. 4); Republic Steel Corporation, 62 N.L.R.B. 1008; Standard Oil Company, et al., 43 N.L.R.B. 12; Sussex Dye and Paint Works, 34 N.L.R.B. 625; Ingram Manufacturing Company, 5 N.L.R.B. 908.

⁴⁴ See Shenandoah-Dives Mining Company, N. L. R. B. 885; Godechaux Sugars, Inc., 12 N.L.R.B. 568; Hope Webbing Company, 14 N.L.R.B. 55; Wickwire Brothers, 16 N.L.R.B. 316; Stromberg Carlson Telephone Manufacturing Company, 18 N.L.R.B. 526; Corn Products Refining Company, 23 N.L.R.B. 824; Tulsa Boiler and Machinery Company, 23 N.L.R.B. 846; American Bakeries Company, 51 N.L.R.B. 937; Cf. Interlake Iron Corp., 33 N.L.R.B. 613.

ents, after the certification, continued to engage in unfair labor practices which constituted a continuation or resumption of the unfair labor practices that preceded the Board action relied upon by the respondents as a bar. It is clear, and we find, as discussed more fully below, that the respondents, following the Board certification in 1943, continued improperly to interfere with the administration of CEA and to contribute support thereto. We are particularly impressed, in this connection, with such indicia of support as the freedom permitted CEA in holding director's meetings and elections on company time and property, and the permission given employee officers of that organization to transact CEA business on company time without loss of pay. Such conduct on part of the respondents reveals a settled purpose to prevent CEA from becoming a truly independent representative of the employees, and to render it incapable of engaging in the free collective bargaining contemplated by the Act. We find that the unfair labor practices of the respondents subsequent to our 1943 certification are such as to require an examination of the respondents' entire course of conduct, and the entire history of their relationship with CEA, in order to effectuate the purposes of the Act, to determine an appropriate remedy, and thereby to protect employees from unfair labor practices.⁴⁵

⁴⁵ In cases involving settlements of unfair labor practice charges approved by Board agents, or consent election agreements intended to settle prior charges, this Board has consistently held that it will

We therefore find the motion of the respondents for dismissal of the consolidated proceeding to be without merit, and it is hereby denied.

disregard such agreements and consider the employer's entire course of conduct, both before and after execution of the agreement, where subsequent events show that the settlement or other adjustment is not accomplishing its intended purpose because the employer has violated or continues to violate the Act after signing the agreement: Ingram Manufacturing Company, 5 N.L.R.B. 908; Picker X-Ray Corporation, Waite Manufacturing Division, Inc., 12 N.L.R.B. 1384; Chambers Corporation, 21 N.L.R.B. 808; Ohio Valley Bus Company, 38 N. L. R. B. 838; Sun Shipbuilding and Drydock Company, 38 N.L.R.B. 234; Gilfillan Brothers, Inc., 53 N. L. R. B. 574; Poloron Products, Inc., 64 N.L.R.B., No. 226. See also McKesson and Robbins, Inc., et al., 19 N.L.R.B. 778; affirmed 121 F. (2d) 84, 92-94 (App. D. C.) cert. den. 314 U. S. 674; Wilson & Co., Inc., 31 N.L.R.B. 440, enforced 126 F. (2d) 114 (C. C. A. 7) cert. den. 316 U. S. 699; Hicks Body Company, 33 N.L.R.B. 858; Norman H. Stone, et al., d/b/a J. H. Stone and Sons, 33 N.L.R.B. 1014, affirmed 125 F. (2d) 752, 756-757 (C. C. A. 7), cert. den. 317 U. S. 649; Houdaille-Hershey Corporation, 42 N.L.R.B. 713; Utah Copper Company, et al., 47 N.L.R.B. 757; affirmed 139 F. (2d) 788, 791 (C. C. A. 10), cert. den. 322 U. S. 731; Locomotive Finished Material Company, 52 N.L.R.B. 922; American Needlecraft, Inc., 59 N.L.R.B. 1384; Pacific Manifold Book Co., Inc., et al., 64 N.L.R.B., No. 211. Our practice in this respect has been recognized by the courts as a practice properly within the sphere of the Board's administrative discretion. See *Wallace Corporation v. N.L.R.B.*, supra, at pp. 241-242; *Canyon Corporation v. N.L.R.B.* 128 F. (2d) 953, 955-956 (C. C. A. 8); *N.L.R.B. v. Hawk and Buck Co., Inc.*, 120 F. (2d) 903, 905 (C. C. A. 5).

2. The domination and support of employee organizations, the accompanying interference, restraint, and coercion.

Upon the entire record, as summarized herein, we find that the respondents have continuously displayed an attitude of opposition to the self-organization of their employees, from the date of the earliest efforts made in that direction to the date of the hearing in the instant case. Before the execution of the contract with the IAM in 1938, James H. Cannon openly displayed his hostility to that organization, and Superintendent Cromwell attempted surveillance of organizational meetings. In 1941, shortly after UE initiated its campaign among the respondents' employees, James H. Cannon suggested the formation of the Contact Committee, a labor organization which, as we have found above, was dominated, interfered with and supported by the respondents. With respect to the Cannon Employees Recreation Association and CEA, it is clear, and we find, that CEA was the successor of CERA, that both organizations received assistance from the respondents in the course of their formation, and that the respondents continued to interfere with the administration of CEA and to support that organization throughout the entire period in which it was active as the representative of their employees.

At the very outset of Mandella's efforts to organize CERA, he received the active support of Superintendent Cromwell, who advised Employee Alvin George that the organization would be a "com-

pany union" and urged him to join. The first, and only, election of officers in CERA was held on company time and property, with the apparent acquiescence of Superintendent Cromwell. Subsequent meetings of its board of directors were attended by an attorney who later became the attorney for CEA. Representatives of the organization openly solicited members among the employees of the respondents without restriction as to time or place. The record contains no indication that CERA ever functioned as a recreational or athletic club, but is replete with statements by Ned Mandella to the effect that it had been organized with the knowledge and consent of management as the forerunner of a labor organization designed "to keep out the CIO."

That organization, the Cannon Employees Association, was formed on February 28, 1941, and took over the membership of the CERA in April of that year, when the latter organization voted to change its name and to continue operations under the charter previously secured for CEA. With two exceptions, the officers of CERA retained their position in the new organization without further election. Membership solicitation on behalf of CEA continued to occur on company time and property with the knowledge and acquiescence of management officials and foremen,⁴⁶ CERA membership cards be-

⁴⁶ We have found herein that leadmen were active on behalf of CEA. However, in view of our other findings, summarized herein, as to the knowledge of responsible management representatives with respect to the aims and activities of CEA, we find

ing distributed to new members until July 1941. This brief recital leaves no doubt as to the line of successorship between CERA and CEA. The fact that the former organization never functioned as a labor organization during its brief existence is immaterial, when the record clearly discloses the intention of all parties to use the ostensible objectives of CERA merely to mask the development of a rival of UE for the allegiance of the respondent's employees.

The intention of the respondents is clearly revealed in the series of "open letters" from James H. Cannon which were distributed to the employees as the contest between UE and CEA developed in the summer of 1941. Although it is true that these letters contained no overt expressions of preference for CEA, Cannon's open hostility to UE, and the fact that this organization was singled out for persistent attack, provided a clear indication of his desires with respect to self-organization of the em-

it unnecessary to pass upon the question of the respondents' liability for the acts of leadmen. Cf. *Mississippi Valley Structural Steel Company*, 64 N.L.R.B., No. 16. Thus, General Superintendent Hawkinson, who was tool room foreman during 1941, testified that he had requested Superintendent Cromwell to transfer Mandella to another department because the latter spent too much time on activities outside his regular duties. Hawkinson denied that he had been aware of the exact nature of Mandella's activities. However, whether Hawkinson's denial is credited or rejected, it is clear that Superintendent Cromwell was fully informed on the matter in issue.

ployees. The respondents now contend that the opinions expressed in these letters, and the manner of their expression, represent a privileged exercise of the rights of free speech guaranteed by the First Amendment to the Constitution. We find this contention to be without merit. The statements already cited, and others of similar tenor contained in the release of the respondents, represent a campaign obviously designed to convince the employees that their best interests would be served by allegiance to the "inside" organization which had been conceived with the blessing of the respondents and nurtured with their support. We find that the open letters of June 3, June 11 and June 25, and July 3, 1941, together with the concurrent series of letters urging employee support of the Contact Committee, considered in their totality and in connection with other conduct expressed herein, exceeded the bounds of permissible free expression, and formed an integral part of a coercive course of conduct calculated to interfere with, restrain, and intimidate employees in the exercise of their right to self-organization.

Further evidence of the respondents' position in the contest between UE and CEA is found in the conduct of its supervisory officials under the "no-solicitation" rule promulgated in August 1941. While the rule may have been adopted to deal with the "situation" created by the pre-election activities of these two organizations, the evidence establishes that its application was discriminatory. Several employees who had solicited for CEA on com-

pany time and property testified that their activities had not been observed or overheard by foremen. It is clear, however, from the testimony of George and Monjar, that responsible supervisory officials of the respondents were fully aware of these activities by CEA adherents, and that no effective measures were taken to enforce the rule as to them.⁴⁷ In Wiley's case, however, the superintendent acted with a promptitude which indicated clearly his intention to enforce the rule against adherents of UE. Countervailing evidence tending to show impartial enforcement of the rule has not been offered by the respondents. CEA literature posted on the Corporation's time clock in full view of a plant guard was permitted to remain undisturbed in the days immediately preceding the election of September 9, 1941, while the efforts of UE to achieve comparable distribution of its appeal my means of a sound truck appear to have been effectively "jammed" by blasts of sound from loud speakers on the roof of the respondents' plant. By this and other means noted herein, the respondents continued to oppose UE and thereby contributed effective support to CEA up to the very date of the election.

Within a month of the election, after a short period of negotiation, the respondents executed their first agreement with CEA. We regard it as particularly significant that this agreement provided for

⁴⁷ In this connection, we note particularly the statements of Plant Superintendent Cromwell and Foreman Glenn McClung.

a union shop, despite the previous public announcement of James H. Cannon that he would make no such agreement with an "outside" organization. There is no evidence that the respondents opposed the inclusion of a union security clause in their agreement with CEA, and we find that the existence of this provision was intended to, and did, provide a readily available and superficially plausible means for disposing of employees who were disinclined to accept the bargaining agent foisted upon them by the respondents.

The discharges of George and Armant, discussed more fully hereinafter, the active participation of Superintendent Cromwell and Foreman Drouet therein, and the discriminatory treatment of Monjar gave additional support to CEA during the term of its initial contract.

When UE renewed its organization campaign in 1942, James H. Cannon renewed his attacks on the organization, vilified its leadership, and praised CEA. We find that the open letters of May 29, June 19, November 3, and November 11, 1942, distributed by the respondents were intended to, and did, constitute an open espousal of CEA as the bargaining representative of the employees. In the context of their earlier activities, the assistance given to the Contact Committee, CERA, and CEA, and the discharges previously made, we find that the open partisanship of the respondents in the face of a pending question of representation constituted illegal intervention in the determination of that question, interfered with, restrained, and coerced

the employees, and contributed effective support to the organization chosen by the respondents as their candidate in the anticipated election.

The close relationship between the respondents and CEA did not cease after the Board election. The respondents continued, as before, to permit CEA elections on company time and property without taking adequate steps to prevent employees involved therein from receiving pay for time spent from work on business related to the election. The CEA board of directors was also permitted to hold meetings on company time and property. On two occasions set forth above, the Cannons intervened to influence the action of the CEA board of directors on matters related to the internal affairs of that organization. Officers of CEA were expressly permitted freedom of movement on the respondents' premises during working hours for the discharge of union business, without deduction from their pay, despite the absence of any contractual provision for such arrangements. The totality of the conduct summarized herein as occurring after the Board-ordered election constitutes, as previously noted, a "continuation of resumption" of the respondents earlier unfair labor practices.

Upon the record as a whole, we find that the respondents, by the course of conduct described above, have, since on or about January 1, 1941, dominated and interfered with the formation of CERA and the Canon Employees Association, interfered with the administration of the Cannon Employees Association and contributed financial aid and sup-

port thereto, and have interfered with, restrained, and coerced their employees in the exercise of the rights guaranteed in Section 7 of the Act.

C. The Discharges

Gus Palm.

Louis LaGuerre Drouet testified that on one occasion in the fall of 1941, when he discussed the "union situation" with Superintendent Cromwell in the presence of Howard Jorgensen, secretary of the latter, Cromwell said that he was "laying" for Gus Palm and had Jorgensen watching him. According to Drouet, Cromwell cited the company rule forbidding workers to wash up before the end of their shift, and stated that he intended to apply the rule to all UE supporters. Shortly after Palm's discharge, on December 5, 1941,⁴⁸ Cromwell is reported to have told Drouet that he had been able to dismiss Palm for a violation of the aforesaid rule, and expected to get rid of other UE adherents in the same fashion. The record contains no indication that Palm was discharged after any formal request by CEA, or that the provisions of the existing agreement with respect to discharges had any bearing on his dismissal.

Drouet's testimony in this connection, however, stands without corroboration in the record. For the

⁴⁸ The complaint alleges that Palm was dismissed on December 5, 1942, but the record shows that the discharge occurred in 1941. The date of the discharge is properly set forth in the amended charges of UE.

reasons previously cited, we find it to be unworthy of credence. On these grounds, and for the further reason that all available testimony with respect to Palm's discharge rests upon uncorroborated hearsay, we make no finding that the termination of his employment was discriminatory.

Alvin L. George.

The testimony of George with respect to his discharge, and the events which preceded it, is corroborated by two witnesses, and stands substantially unchallenged by the respondents. We find it to be credible. In substance, the evidence establishes that George, who had been employed by the company in 1938, joined UE early in 1941. Together with Ivan Jensen, a fellow employee, he made a radio speech in support of its campaign at the respondents' plant on August 26 of that year. Three or four days later he and Jensen were dismissed by Ray Cromwell "for making the radio broadcast." On the following Sunday, UE members at the plant voted to strike in protest against the discharge of George, Jensen, and several other UE stewards.

The strike lasted 1 day, and was settled by an agreement to restore the status quo pending a consent election and arbitration of the discharges as already noted. George and Jensen returned to work, and the arbitration hearing agreed upon as part of the settlement was held 1 week later. The arbitrators ordered George, Jensen, and another employee to apologize to James H. Cannon for statements they had made about him, and placed all three on pro-

bation for 45 days. This award was accepted by the employees.⁴⁹

Shortly after the execution of the first agreement between the respondents and CEA, George was directed by Cromwell to join the newly recognized organization. He, and several other employees who had received similar instructions, joined.⁵⁰ On an unspecified date in January, 1942, while at lunch in the plant cafeteria, George was questioned by Cromwell regarding his opinion of Harry Bridges and another leader of the CIO. George testified credibly and without contradiction that he expressed a favorable opinion, and that Cromwell "got mad and said we would all get our heads cut off some day." Sometime thereafter, in February, 1942, John Gibsen, then chairman of the CEA grievance committee, told George about an alleged "plot" that officials of CEA were concocting to request the discharge of Elsie Monjar, another UE supporter. George communicated this information to Monjar.

⁴⁹ George stated, and we find, that Cromwell, upon being advised of the award, remarked that he would "get" George before the 45 days had passed.

⁵⁰ George testified, without corroboration, that Robert Cannon was present in the offices of CEA at the time that he applied for membership, and thereby lent the weight of his endorsement to the organizational efforts of CEA. Cannon admitted a visit to the offices of CEA but denied that he had gone there to assist the organization, and further denied that he had been present when George's application was considered. We make no finding herein that Cannon's visit to the offices of CEA constituted support to that organization.

Within a few days, Monjar was called away from her work by Andrew Bereznak, vice-president of CEA, and Peter Vitale, a member of its board of directors. They took her to Superintendent Cromwell's office and accused her, in the presence of Cromwell and his secretary; of spreading false rumors with respect to her allegedly imminent discharge. Cromwell questioned her about the accusation and she identified George as the source of the report. George was called in and questioned by Cromwell. He demanded a hearing, and was told that one would be held on the following day.

At the hearing, which was held in the plant conference room, Monjar testified before Plant Superintendent Cromwell and the CEA board of directors regarding her conversation with George. He was thereupon formally charged with a violation of the CEA bylaws and questioned with respect to the conversation. His identification of Gibson as the source of the report was denied by Gibson and the hearing was closed. Within a week he was dismissed by Cromwell, "for spreading false rumors." He has not been employed by the respondents since March 4, 1942.⁵¹

⁵¹ The published rules of the Corporation state that the "spreading of false reports" shall be considered a cause for discharge, and the by-laws of CEA provide, in substantially similar language, for the expulsion of members guilty of such conduct. The record, however, does not show whether George was dismissed upon the request of CEA, or pursuant to the published rule of the Corporation.

It is clear that the "hearing" which was accorded George cannot be considered a formal trial. In any event, the record contains no evidence that he was expelled from CEA because of the charges presented at this meeting, and there is no indication that CEA requested his dismissal. We conclude, therefore, that George was discharged by the Corporation for an alleged violation of its published rule against the "spreading of false reports." While the promulgation and enforcement of a rule such as the one now under discussion appears to be within the permissible limits of managerial discretion, we find it unnecessary to pass upon this question. The application of the rule to George, we find, was intended to inhibit concerted activity on behalf of UE, and to support CEA thereby. In effect, the rule of the respondents was discriminatorily applied to terminate the employment of a UE adherent, on a pretext supplied by CEA, and in conformity with the obvious desires of that organization.

We find that Alvin L. George was discharged on March 4, 1942, and was thereafter refused reinstatement because he had joined and assisted UE, and because he had engaged in concerted activity with other employees for mutual aid and protection; that his discharge constituted discrimination in regard to his tenure of employment; and that by his discharge the respondents discouraged membership in UE, encouraged membership in CEA, and interfered with, restrained, and coerced their

employees in the exercise of the rights guaranteed them in Section 7 of the Act.

Clarence Joseph Armant.⁵²

Armant became an employee of the Corporation in May 1941. He joined UE shortly thereafter, became a shop steward, and campaigned actively for the organization prior to the consent election of 1941. He continued to act as a shop steward for UE after the election, but became a member of CEA shortly before that organization secured its contract with the respondents.⁵³

In July of the following year Armant and Harmon Fellows, another UE steward, submitted evidence to the resident Army inspector which indicated that certain employees of the respondents had been required to pay fees to private employment agencies in order to secure jobs with the re-

⁵² The recital which follows is based largely upon the testimony of Armant. Counsel for the respondent attempted to impeach his credibility by securing an admission that he had used another name many years before, while living in New Orleans. His use of the fictitious name, however, was satisfactorily explained by the witness, as a means of enabling him to engage in professional boxing without the knowledge of his family. In view of the fact that his testimony was substantially corroborated in several respects by a witness for the Board and several supervisory officials of the respondent, we find it to be entitled to full faith and credit.

⁵³ Armant testified that Foreman Glen McClung told him not to wear his UE steward's badge after the election, and advised him to join CEA, before he actually did so.

spondents. Their presence in the inspector's office was observed by an officer of CEA. Within a few days both men received identical letters from CEA requesting them to appear before its board of directors "due to unpleasant circumstances which have arisen." On August 7, 1942, the date set for the meeting, Armant appeared at the office of CEA. New Mandella read the charges against him, which referred specifically to the incident involving the Army inspector and also included a general accusation that he had made "false statements" about CEA. Louis LaGuerre Drouet, a foreman, was then a member of the board of directors, and participated in the inquiry.⁵⁴ After some discussion, the board found him guilty of the charges and asked him to resign. Similar action was taken with respect to Fellows, but the men refused to relinquish their employment.

On August 17, 1942, CEA demanded the discharge of Armant and Fellows, effective August 19. On or about the latter date Armant discovered that his time card had been pulled, and was advised by Ned Mandella that he had been discharged.⁵⁵ He immediately communicated with a UE representative, who referred the matter to the U. S. Conciliation

⁵⁴ Drouet had been appointed General Service Supervisor on February 21, 1942.

⁵⁵ The record indicates that Armant was dismissed on August 21, by H. J. Brady, operations manager for the respondents. Similar action with respect to Fellows appears to have been taken on the same date.

Service. About 2 weeks later, Armant and Fellows were reinstated with back pay.⁵⁶ The two men returned to work on September 12, 1942. Within one-half hour of their return, Boreznak and another member of the CEA board called the employees of Armant's department to a meeting in the plant cafeteria. Mandella, who addressed the meeting, informed Plant Superintendent Hawkinson, when the latter arrived, that the employees would not return to work as long as Armant and Fellows were in the plant. Robert Cannon, vice president and general manager of the Corporation, advised the employees that Armant would be sent home at once, and the respondents would "arbitrate" the question of his continued employment.⁵⁷ Hawkinson then explained the situation to Armant and requested that he leave the plant. Armant refused. Within a few minutes he was called to Hawkinson's office, where Robert Cannon explained that he would be paid for all time off, and that his future status would be subject to arbitration. Armant insisted that he should be permitted to address the employees, but Cannon refused to permit him to do so, and finally ordered him from the plant. While these discussions were proceeding, the night superintendent ex-

⁵⁶ In the meantime, on August 27, Armant had appeared on a radio program sponsored by UE and had broadcast an account of his discharge.

⁵⁷ The respondents made no deduction from the pay of the employees at the meeting for the time during which they had absented themselves from work, according to Superintendent Hawkinson.

plained the situation to Fellows, who left the plant without objection.

When Armant and Fellows returned to the plant on September 15, 1942, they proceeded at once to the conference room where the promised hearing was to be held. James H. Cannon represented the respondent. A representative of CEA was present, together with a neighboring manufacturer.⁵⁸ The charges against Fellows were considered first. Armant was then called in, and the charges against him were reviewed by James H. Cannon. Armant testified without contradiction, and we find, that the proceedings were quite a summary, that his attempts to present a defense were interrupted, and that he was not permitted to produce witnesses. The testimony of James H. Cannon, however, indicates that the hearing was not an arbitration proceeding. Section 29 of the contract between the respondents and CEA provided for the dismissal of employees expelled from the union, if the employer did not dispute the propriety of such action. It is the contention of the respondents that the hearing accorded to Armant and Fellows was held solely to afford Cannon an opportunity to review the charges against both men and to make up his mind as to the propriety of the action requested by the Union. Cannon did not concur in the request of CEA with respect to Fellows, who was ultimately reinstated, but he did concur with respect to Armant. The

⁵⁸ Representatives of the U. S. Navy and the Conciliation Service were also present, apparently as observers.

latter received no official notice of termination, but was subsequently advised by the U. S. Conciliator that Cannon had agreed to discharge him. He has not been employed by the respondents since the hearing.⁵⁹

Since Armant was dismissed at the request of CEA, an organization dominated and supported by the respondents, and under the terms of its invalid agreement with the respondents, the discharge cannot be regarded as privileged. Discharges made at the request of a dominated organization necessarily discourage membership in bona fide labor unions and constitute the most potent form of encouragement and support to the organizations so dominated. Such discharges, therefore, clearly fall within the bar of the statute. We find that the discharge of Armant on September 15, 1942, and the later refusal of the respondents to reinstate him constituted discrimination with respect to his tenure of employment to discourage membership in UE and encourage membership in CEA; and that the respondents, by such discharge, interfered with, restrained, and coerced their employees in the exer-

⁵⁹ Armant subsequently brought suit in the State courts, alleging that his expulsion from CEA and the subsequent discharge were improper. The Court ruled that his expulsion from CEA was void for lack of "due process." It was further found that the respondents had not conspired with CEA regarding his expulsion and discharge; the suit was therefore dismissed as to the respondents. Armant thereafter sought reinstatement, but the Corporation refused to rehire him.

cise of the rights guaranteed them in Section 7 of the Act.

John Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Mounnette Nye, Louis Tournio, Ada Lish, Eloise Hunt, Clarence William Youngberg, Jr.

In January 1943, immediately before the Board-ordered election already noted, UE chartered a separate local for employees of the respondents. Although CEA was certified as a result of the election, the UE local continued to exist. On May 26, 1943, shortly after execution of the second contract between the respondents and CEA, the executive board of the UE local, published the open letter described above, reaffirming their intention not to "join" CEA. Within a few days each of the UE members who had signed the letter were served with a formal complaint, which accused them of four distinct violations of the CEA bylaws. They were also advised that they would cease to be members in good standing of CEA prior to the scheduled date of the hearing on the aforesaid charges, and that failure to cure their dues delinquency prior to the hearing would lead to "action . . . on that score."⁶⁰

On June 8, seven of the eight employees who had

⁶⁰ On June 6, 1943, CEA notified the Corporation that 10 named employees were delinquent in their dues and demanded their discharge within 7 days. Seven of the employees named were members of the UE local's executive board. There is no evidence with respect to the union activity of the other employees named in the letter.

signed the original manifesto declared in a similar open letter that they would not attend the scheduled hearing on that date, and on the following day the Corporation was advised by letter that the seven employees in question had been expelled from CEA for infractions of its bylaws.⁶¹ The letter also stated that the dues delinquency of these individuals constituted an additional cause for their expulsion, and that three additional employees had been expelled for the latter reason.⁶² The organization requested that the employees named be dismissed within 7 days as required by its contract with the respondents. On June 12, 1943, the Corporation pulled the time cards of the seven employees,⁶³ in accordance with this request.

⁶¹ These included Lawrence, Evenstad, Sullivan, Nye, Tournie, Youngberg, and Donald M. McClellan.

⁶² These included Lish, Hunt, and Bernard Mackey.

⁶³ The record contains no explanation for the failure of the Corporation to pull the cards of McClellan and Mackey, the two expelled employees who are not named in the complaint. It is assumed that they had adjusted their differences with CEA prior to June 12.

During the course of the hearing counsel for the respondents stipulated that the testimony of all eight alleged discharges would be substantially identical with respect to the circumstances of their separation from the respondents' employ. A witness for the respondent, however, testified subsequently that the time card of Louis Tournie had not been pulled on June 12, and that he had in fact left the employ of the Corporation voluntarily on June 18. The witness testified that he had secured

Upon arriving at the plant on the date in question, Nye and Evenstad discovered that their time cards had been pulled. Together with Youngberg, who had been advised of his dismissal while at work, they called upon Plant Superintendent Hawkinson, who gave each of them a discharge slip which indicated that they had been discharged "as per agreement." When Sullivan, who had been absent on June 12, saw Hawkinson a few days later he informed her she had been discharged at the request of CEA for signing the open letter of the UE executive board on May 26.⁶⁴

None of the employees terminated on June 12 has been employed by the respondents since that date.

We find that the discharges now under discussion were effected upon the request of CEA, after the employees involved had been duly expelled from that organization, and under the terms of its contract with the respondents. Since we have found

this information from the pay-roll records of the Corporation. Upon this state of the record it would appear that the prior stipulation was erroneous insofar as it involved Tournie. We credit the records of the respondents in this connection and shall dismiss the consolidated complaint insofar as it affects the employee in question.

⁶⁴ There is some question in the record as to whether these discharges were expelled from CEA for signing the open letter, or for their admitted dues delinquency, and whether they were aware of the actual reason for their expulsion. In view of the determination proposed herein, there appears to be no necessity to resolve these questions.

that the contracting union had been established and maintained by unfair labor practices, it follows that the contract on which the respondents relied was not protected under the terms of the proviso to Section 8 (3), and that discharges made pursuant to its terms, necessarily fall within the general prohibition of the Section. We find that the respondents discharged Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, and Clarence William Youngberg, Jr., because of their activities on behalf of UE and their opposition to and expulsion from CEA, and that, by such discharges the respondents discriminated against them with respect to their tenure of employment to discourage membership in UE and encourage membership in CEA, and interfered with, restrained, and coerced the discharges and other employees in the exercise of the rights guaranteed them by the Act.

Louis LaGuerre Drouet.

This employee, who had been a janitor foreman in the employ of the Corporation prior to a period of service with the U. S. Navy, returned on February 29, 1944, after his medical discharge. He was offered employment as a janitor leadman at his previous rate of pay, and accepted the position. After 11½ months on the job, Drouet was discharged on April 15, 1944.

Drouet testified, in substance, that he had used company typewriters and other equipment during working hours to cut stencils and issue mimeographed bulletins which urged the respondents' em-

ployees to join a CIO or AFL union rather than one which was company dominated. His supervisor, John Labash, is alleged to have found an imperfect copy of a previous bulletin; and Drouet stated that Labash confronted him as he was typing the stencil for a new bulletin and accused him of using company equipment "to hurt the company." Labash is also alleged to have accused Drouet of inefficiency and neglect of duty. Drouet testified that he was finally ejected from the premises by a guard on orders from Labash. He has not worked for the respondent since that date.

As in the case of his testimony with respect to Palm's discharge, Drouet's testimony about the circumstances under which his own employment was terminated stands without corroboration. For the reasons already noted, and in the absence of corroborative evidence, we find the record insufficient to support a finding that the discharge of Drouet was discriminatory.

Florence Maynard and Herbert L. Caffarel.

In November 1942, when Caffarel was elected to the CEA board and became president of the organization, CEA secured the services of Richard Franklin as its publicity director; and in March of the following year he became the full-time business agent of the organization. At approximately the same time Florence Maynard was designated as president and Herbert Caffarel became its treasurer. In December 1943 John Gibson became president of the organization; Maynard was elected to a minor office; and Caffarel failed to secure reelection.

According to his testimony, he became convinced shortly thereafter that the policies of Gibson and Franklin were detrimental to the best interests of the organization. In the CEA election which was held in the spring of 1944, he actively supported the candidacy of Rachel McBurnie for the board of directors, in the hope that she would support the faction which opposed Franklin. The factional struggle and the referendum which followed have been discussed above. Gibson and Franklin, as already noted, received a vote of confidence. New elections were held shortly thereafter, and the members of the board who had opposed Gibson and Franklin were replaced by other employees.

On June 29, 1944, Caffarel received a letter from Gibson⁶⁵ advising him that he had been accused of "spreading false reports" which were detrimental to the interests of CEA, and that he would be tried on these charges on July 1.

He and several other defendants,⁶⁶ engaged counsel with the assistance of the IAM. At the first session of the trial board on July 1, counsel requested further particulars with respect to the charges. On July 10, 1944, the defendants received a formal complaint and notice of a further hearing to be held on July 15. As a result of the trial held on that date and July 22, Caffarel and Maynard

⁶⁵ The letter was delivered to Caffarel in the office of Frank Ema, his foreman.

⁶⁶ Maynard, McBurnie, and two other employees formerly members of the CEA board had apparently received similar letters.

were expelled from membership in CEA, and the other defendants were exonerated. On July 24, 1944, CEA formally requested the dismissal of Maynard and Caffarel, and on July 29 the respondents complied.⁶⁷

As in the case of the 1943 discharges already discussed, it appears upon the record, and we find, that Maynard and Caffarel were discharged at the request of CEA, after they had been duly expelled from that organization, and under the terms of its contract with the respondents. For the reasons previously noted in connection with the discharge of Joan Lawrence and the other employees dismissed simultaneously with her, we find that the aforesaid discharge of Maynard and Caffarel constituted discrimination with respect to the tenure of their employment, encouraged membership in CEA, and interfered with, restrained, and coerced the discharges and other employees in the exercise of the rights guaranteed them by Section 7 of the Act.

⁶⁷ While proceedings before the trial board were pending, Maynard published an open letter protesting the action taken by CEA, and stated, *inter alia*, that her resignation had already been tendered to the Corporation for other reasons. There is no evidence to indicate that Maynard did, in fact, resign. At the time of the hearing Maynard was a member of the WAC and was not called as a witness. Caffarel testified, and we find, that he and Maynard received their final checks at the same time, and that both were advised by the personnel director that the Corporation had to dismiss them because of a request by CEA, following their expulsion from that organization.

IV. The effect of the unfair labor practices upon commerce.

The activities of the respondents set forth in Section III, above, occurring in connection with the operations of the respondents described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, tend to lead, and in this instance have led, to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. The remedy

Since we find that the respondents have engaged in certain unfair labor practices, we shall order that the respondents cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

It has been found that the respondents dominated, interfered with the administration of, and contributed support to, the Contact Committee and the Cannon Employees Association. The effects and consequences of the respondents' domination, interference, and support of these organizations render each of them incapable of serving the respondents' employees as a genuine collective bargaining agency. Although the Contact Committee has ceased to function, it has never been disestablished. The possibility exists, therefore, that it may be revived under the same or another, name. In view of this possibility, we shall order the respondents to withhold all recognition from the Contact Committee, by whatever name it may be known, if it should ever

return to active existence as a labor organization.⁶⁸ The continued recognition of CEA as the bargaining representative of the respondents' employees, also constitutes a continuing obstacle to the free exercise by the employees of the rights guaranteed them in the Act. Therefore, in order to effectuate the policies of the Act and to free the employees from the effects of the respondents' unfair labor practices, we shall order the respondents to withdraw all recognition from CEA as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and to completely disestablish that organization as such representative.

The agreements between the respondents and CEA were an essential part of the unfair labor practices, and constituted a means whereby the respondents have used an employer-dominated labor organization to frustrate self-organization and defeat genuine collective bargaining by their employees. We find that the respondents' agreements with CEA were, and are, invalid because they were made as an element of assistance to a labor organization which was dominated and interfered with by the respondents. Since the present agreement will perpetuate the respondents' unlawful domination and assist-

⁶⁸ *Elizabeth Arden, Inc.*, 45 N.L.R.B. 936, enforced as modified 139 F. (2d) 488 (C. C. A. 2); *Carter Carburetor Corporation*, 39 N.L.R.B. 1269, enforced 131 F. (2d) 927 (C. C. A. 8).

ance, we shall order the respondents to cease and desist from giving effect to any agreement between them and CEA as well as to any extension, renewal, modification, or supplement thereto and any superseding agreements which may now be in force. Nothing herein shall be taken however, to require the respondents to vary or abandon those wage, hour, and other substantive features of its relations with the employees themselves, which the respondents may have established in performance of the agreement as extended, renewed, modified, supplemented, or superseded.

We are also of the opinion that, under the circumstances of this case, the respondents should be required, as a means of remedying the unfair labor practices found, to reimburse each employee for any amounts which have been deducted from his or her wages for dues or assessments in CEA, particularly where, as here, such dues and assessments were withheld by the respondents in accordance with the terms of an invalid closed-shop agreement.⁶⁹ In this connection, however, we note the earlier determination of the Board's Regional Director, who refused to issue a complaint on March 18, 1943, on charges previously filed against the respondents under the Act. In the exercise of our administrative discretion as to the remedy most appropriate in the circumstances, we find that it will best effectuate the policies of the Act if our Order for the reim-

⁶⁹ Virginia Electric and Power Company, 44 N. L. R. B. 404, 436, enforced 132 F. (2d) 390, (C. C. A. 4), affirmed 319 U. S. 533.

bursement of dues or assessments deducted from the wages of employees for CEA is limited to the period since February 15, 1945, the date on which the complaint herein was issued, since upon the issuance of the complaint the respondents were placed on notice that the prior administrative determination was no longer in effect.⁷⁰

It has also been found that the respondents discriminated as to the hire and tenure of employment of Alvin L. George and Clarence Joseph Armant because they joined and assisted UE, opposed CEA, and engaged in concerted activities with other employees for mutual aid and protection, thus causing them losses in earnings. In order to effectuate the policies of the Act, we shall order the respondents to offer each of these individuals immediate and complete reinstatement to their former or substantially equivalent positions,⁷¹ without prejudice to their seniority and other rights and privileges.

Ordinarily, in order to effectuate the policies of the Act, we would also order the respondents to make whole the employees subjected to discrimination for the loss of earnings suffered by each. We note, however, that charges on behalf of George and Armant were filed by UE on September 26, 1942, withdrawn on October 15 of the same year and re-filed on January 16, 1945, in the present proceed-

⁷⁰ N.L.R.B. v. Baltimore Transit Company, 47 N.L.R.B. 109, enforced as modified 140 F. (2d) 51 (C. C. A. 4).

⁷¹ See Chase National Bank of the City of New York, 65 N.L.R.B. 327.

ing. We find that the original charges filed in 1942 were timely as to Armant, but tardy as to George.⁷² No adequate explanation of the reason for the delay as to George has been offered for our consideration. Upon this state of the record, we shall order the respondents to make whole George by payment to him of a sum limited to the amount which he would normally have earned as wages during the period when the original charges filed on his behalf were pending, and from the date when the charges were refiled to the date of the respondents' offer of reinstatement.⁷³ We shall order the respondents to make whole Armant by payment to him of a sum limited to the amount which he normally would have earned as wages during the period from the date of his discharge to the date on which the original charges filed on his behalf were withdrawn, and from the date when the charges were refiled to the date of the respondents' reinstatement offer.⁷⁴ In each case our order shall provide for the deduction of net earnings⁷⁵ by the particular discharges during the periods in question.

⁷² See *N.L.R.B. v. Walt Disney Productions*, 146 F. (2d) 44 (C. C. A. 9); *N.L.R.B. v. Mall Tool Company*, 119 F. (2d) 700, 702 (C. C. A. 7).

⁷³ *Taylor Milling Corporation*, 26 N.L.R.B. 424, 443; see also the cases cited in footnote 72, *supra*.

⁷⁴ *Taylor Milling Corporation*, *supra*.

⁷⁵ By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the re-

In addition, we have found that the respondents discriminated as to the hire and tenure of employment of Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, Clarence William Youngberg, Jr., Florence Maynard, and Herbert H. Caffarel, because they failed to maintain their membership in CEA, or because membership discriminatorily denied them by CEA pursuant to the terms of an invalid agreement which required membership in CEA as a condition of employment at the respondents' plant. In order to effectuate the policies of the Act, we shall order the respondents to offer each of these individuals, with the exception of Florence Maynard, immediate and complete reinstatement to their former or substantially equivalent positions without prejudice to their seniority and other rights and privileges. With respect to Maynard, it appears that since her discharge she has entered the Women's Army Corps of the United States Army and held such status at the time of the hearing. If Maynard has since been discharged from the Women's Army Corps, we shall order the respondents to

spondents, which would not have been incurred but for the unlawful discharge and the consequent necessity of seeking employment elsewhere. See *Matter of Crossett Lumber Company and United Brotherhood of Carpenters and Joiners of America. Lumber and Sawmill Workers Union, Local 2590*, 8 N.L.R.B. 440. Monies received for work performed upon Federal, State, county, municipal or other work-relief projects shall be considered as earnings. See *Republic Steel Corporation v. N. L. R. B.*, 311 U. S. 7.

offer her immediate and full reinstatement to her former or a substantially equivalent position without prejudice to her seniority and other rights and privileges.¹⁶ If Maynard has not been discharged we shall order the respondents, upon application by Maynard within ninety (90) days after her discharge from the Women's Army Corps, to offer her immediate and full reinstatement to her former or a substantially equivalent position without prejudice to her seniority and other rights and privileges.

Our back pay order as to this employee, in whose behalf charges were timely filed, will require the respondents to make whole Maynard for any loss of earnings she has suffered or may suffer by reason of the respondents' discrimination against her, by payment to her of a sum of money determined as follows: (1) In the event that she has already been discharged from the Women's Army Corps she shall be paid the amount which she normally would have earned as wages during the periods from the date of her discharge by the respondents to the date upon which she entered the armed forces, and from the date of her discharge to the date of the respondents' reinstatement offer, less her net earnings during these periods; (2) In the event that she has not yet been discharged from the Wom-

¹⁶ If at the time of the respondents' offer of reinstatement less than 90 days have elapsed since Maynard's discharge from the Women's Army Corps, the respondent shall hold their offer of reinstatement open for a reasonable period, but in any event not less than the remainder of the 90-day period following Maynard's discharge.

en's Army Corps, she shall be paid the amount which she normally would have earned as wages during the periods from the date of her discharge by the respondents to the date on which she entered the armed forces, and from a date five (5) days after her timely application for reinstatement, if any, to the date of the reinstatement offer by the respondents, less her net earnings during these periods.⁷⁷

With respect to Herbert Caffarel, in whose behalf charges were also timely filed, we shall order the respondents to make whole for any loss of pay he may have suffered because of the respondents' discrimination, by payment to him of a sum of money equal to the amount he normally would have earned as wages from the date of his dismissal to the date of the reinstatement offer ordered herein, less his net earnings during that period.

We find that charges on behalf of Joan Lawrence, Erna A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, and Clarence William Youngberg, Jr., were not filed within a reasonable period after their discharge, and that good cause for the delay has not been shown. We

⁷⁷ The provisions of our order in this connection shall be taken to mean that the respondents shall pay immediately to Maynard that portion of her net back pay accumulated between the date of the discrimination suffered by her and the date on which she entered the Women's Army Corps, without awaiting a final determination of the full amount of the award herein. The American Laundry Machinery Company, 45 N.L.R.B. 355, enforced 138 F. (2d) 889 (C. C. A. 2).

shall therefore limit our back pay order as to these employees, and require the respondents to make whole each of them for any loss of pay suffered as a result of the respondents' discrimination by payment to each of them of a sum of money equal to the amount each would have earned as wages from the date on which charges were filed in their behalf to the date of reinstatement offer which we shall order the respondents to make, less the net earnings of each during such period.

We expressly reserve, however, the right to modify the reinstatement and back-pay provisions of our order if such action is made necessary by a change of conditions in the future, and to make such supplements thereto as may hereafter become necessary in order to define or clarify their application to a specific set of circumstances not now apparent.⁷⁸

The maintenance of a lineage of company-dominated and supported organizations presents a ready and effective means of obstructing self-organization by employees and the free choice of their own representatives for the purposes of collective bargaining. The respondents' long domination and interference with two successive labor organizations, the contribution of support to them, the repeated demonstrations of the respondents' unwillingness to

⁷⁸ Matter of Fairmont Creamery Company, 65 N.L.R.B., No. 144; cf. N.L.R.B. v. New York Merchandising Company, 1348 (2d) 949 (C. C. A. 2). International Union v. Eagle Picher Mining and Smelting Company, 65 Sup. Ct. 1166.

recognize or bargain collectively with “outside” organizations representing their employees, the campaign of the respondents to defeat the organizational activities of UE—both before and after the consent election of 1941—the successive discharges of George and Armant to discourage membership in UE, the execution of closed-shop contracts with CEA despite an earlier announcement that such arrangements would not be made with any “outside” organization, the subsequent discharges of the UE adherents, and Maynard and Caffarel to support CEA and maintain its effectiveness as the chosen instrument of the respondents, ran the gamut of interference, restraint, and coercion with the rights guaranteed in Section 7 of the Act. The totality of the respondents’ conduct, we find, reveals a settled purpose to defeat self-organization and its objects among the employees by every available means, in circumstances which contain “the threat of continuing and varying efforts to attain the same end in the future.”⁷⁹ Because of the respondents’ unlawful conduct and its underlying purpose we are convinced and find that the unfair labor practices found are persuasively related to the other unfair labor practices prescribed by the Act, and that a danger of their commission in the future is to be anticipated from the course of the respondents’ conduct in the past. The preventive purposes of the Act will be thwarted unless our order is coextensive

⁷⁹ *N.L.R.B. v. Express Publishing Company*, 312 U. S. 426, 438; *N.L.R.B. v. Bradley Lumber Company of Arkansas*, 128 F. (2d) 768, 771 (C. C. A. 8).

with the threat. In order, therefore, to make effective the interdependent guarantees of Section 7, to prevent a recurrence of unfair labor practices, and thereby to minimize strife which burdens and obstructs commerce and thus effectuate the policies of the Act, we shall order the respondents to cease and desist from in any other manner infringing upon the rights guaranteed in Section 7 of the Act.

Since we have not found that the respondents discriminated against Gus Palm, Louis Tournie, or Louis LaGuerre Drouet, in respect to the hire or tenure of their employment, the complaint will be dismissed insofar as it alleges such discrimination as to them.

Upon the basis of the foregoing findings of fact, and upon the entire record in the case, the Board makes the following:

CONCLUSIONS OF LAW

1. United Electrical, Radio & Machine Workers of America, affiliated with the Congress of Industrial Organizations, International Association of Machinists, Lodge 311, unaffiliated, and Cannon Employees Association, unaffiliated, are labor organizations, within the meaning of Section 2 (5) of the Act.

2. The Contact Committee, unaffiliated, which formerly represented the respondents' employees, was a labor organization, within the meaning of Section 2 (5) of the Act.

3. By dominating and interfering with the for-

mation and administration of the Contact Committee and the Cannon Employees Association, and by contributing support to these organizations, the respondents have engaged in and are engaging unfair labor practices within the meaning of Section 8 (2) of the Act.

4. By discriminating in regard to the hire and tenure of employment of Alvin L. George, Clarence Joseph Armant, Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Ney, Ada Lish, Eloise Hunt, Clarence William Youngberg, Jr., Florence Maynard, and Herbert H. Caffarel, thereby discouraging membership in United Electrical Radio & Machine Workers of America, C.I.O. and the International Association of Machinists, Lodge 311, and encouraging membership in the Cannon Employees Association, the respondents have engaged in and are engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.

5. By interfering with, restraining, and coercing their employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondents have engaged in and are engaging in unfair labor practices, within the meaning of Section 8 (1) of the Act.

6. The aforesaid unfair labor practices are unfair labor practices affecting commerce, within the meaning of Section 2 (6) and (7) of the Act.

7. By terminating the employment of Gus Palm, Louis Tournie, and Louis LaGuerre Drouet, the

respondents have not engaged in unfair labor practices, within the meaning of Section 8 (3) of the Act.

ORDER

Upon the basis of the foregoing findings of fact and conclusions of law, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondents, Cannon Manufacturing Corporation, its officers, agents, successors and assigns and James H. Cannon, an individual doing business as the Cannon Electric Development Company, Los Angeles, California, his agents, successors and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of the Contact Committee or the Cannon Employees Association, or with the formation and administration of any other labor organization, and from contributing financial or other support to the Contact Committee or the Cannon Employees Association, or to any other labor organization of their employees.

(b) Recognizing the Cannon Employees' Association, or any successor thereto, as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment;

(c) Giving effect to any and all contracts, supplements thereto or modifications thereof, or any

superseding agreements, with the Cannon Employees' Association;

(d) Encouraging membership in the Cannon Employees' Association, unaffiliated, or any other labor organization of their employees, and discouraging membership in United Electrical, Radio & Machine Workers of America, affiliated with the Congress of Industrial Organizations or the International Association of Machinists, Lodge 311, unaffiliated, or any other labor organization of their employees, by discriminatorily discharging or refusing to reinstate any employees, or by discriminating in any other manner in regard to their hire or tenure of employment, or any term or condition of their employment;

(e) In any other manner interfering with, restraining, or coercing their employees in the exercise of the right to self-organization, to form labor organizations, to join or assist United Electrical, Radio & Machine Workers of America or the International Association of Machinists, Lodge 311, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection; as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which

the Board finds will effectuate the policies of the Act:⁵⁰

(a) Withdraw and withhold all recognition from the Cannon Employees' Association, as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment, and completely disestablish that organization as such representative;

(b) Refrain from recognizing the Contact Committee as the representative of any of their employees in the event that organization should ever return to active existence;

(c) Reimburse all employees, whose dues in the Cannon Employees Association were checked off by the respondents, for the amounts thus deducted from their wages since February 15, 1945;

(d) Offer to Alvin L. George, Clarence Joseph Armant, Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, Clarence William Youngberg, Jr., and Herbert H. Caffarel, immediate and full reinstatement to their former or substantially equivalent

⁵⁰ The Board expressly reserves the right to modify the back-pay and reinstatement provisions of this order if made necessary by a change of conditions in the future, and to make such supplements thereto as may hereafter become necessary in order to define or clarify their application to a specific set of circumstances not now apparent.

positions^{s1} without prejudice to their seniority and other rights and privileges;

(e) Offer to Florence Maynard immediate and full reinstatement to her former or a substantially equivalent position, in the manner set forth above in section entitled "The remedy";

(f) Make whole Alvin L. George for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by the payment of a sum of money equal to the amount which he normally would have earned as wages during the period from September 26 to October 15, 1942, when charges filed on his behalf were pending, and from January 16, 1945, to the date of the respondents' offer of reinstatement, less his net earnings^{s2} during these periods.

(g) Make whole Clarence Joseph Armant for any loss of pay he may have suffered by reason of the respondents' discrimination against him by the payment of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of his discharge to October 15, 1942, when charges filed on his behalf were withdrawn, and from January 16, 1945, to the date of the respondents' offer of reinstatement, less his net earnings during these periods;

(h) Make whole Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, and Clarence William

^{s1}See footnote 71, *supra*.

^{s2}See footnote 75 *supra*.

Youngberg, Jr., for any loss of pay which each of them may have suffered by reason of the respondents' discrimination against them, by the payment to each of them of a sum of money equal to the amount which each normally would have earned as wages from the date on which charges were filed on their behalf to the date of the respondents' offer of reinstatement, less the net earnings of each during such period:

(i) Make whole Florence Maynard for any loss of pay she may have suffered or may suffer by reason of the respondents' discrimination against her, by the payment to her of a sum of money determined in the manner set forth above in the section entitled "The remedy";

(j) Make whole Herbert H. Caffarel for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by the payment of a sum of money equal to the amount which he normally would have earned as wages from July 29, 1944, the date of his discriminatory discharge, to the date of the respondents' offer of reinstatement, less his net earnings during this period;

(k) Post at their plants in Los Angeles, California, copies of the notice attached hereto, marked "Appendix A." Copies of the said notice, to be furnished by the Regional Director for the Twenty-first Region, after being duly signed by the respondents' representatives, shall be posted by the respondents immediately upon receipt thereof, and maintained by them for sixty (60) consecutive days thereafter, in conspicuous places including all places

where notices to employees are customarily posted. Reasonable steps shall be taken by the respondents to insure that the said notices are not altered, defaced, or covered by any other material;

(1) Notify the Regional Director for the Twenty-first Region in writing, within ten (10) days from the date of this Order, what steps the respondents have taken to comply herewith.

It Is Further Ordered that the complaint against Cannon Manufacturing Corporation and James H. Cannon, an individual, doing business as the Cannon Electric Development Company, be dismissed insofar as it alleges that the respondents have discriminated in regard to the hire and tenure of employment of Gus Palm, Louis Tournic, and Louis LaGuerre Drouet.

Pursuant to Section 37 of Article II of the Rules and Regulations of the National Labor Relations Board, Series 3—as amended, effective November 25, 1945, any party or counsel for the Board may, within fifteen (15) days from the date of the issuance of Proposed Findings of Fact, Proposed Conclusions of Law, and Proposed Order, file with the Board, Rochambeau Building, Washington 25, D. C., an original and four copies of a statement in writing setting forth such exceptions to these Proposed Findings, Conclusions, and Order, or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and four copies of a brief in support thereof. Immediately upon the filing of such statement of exceptions and/or brief, the party

or counsel for the Board filing the same shall serve a copy thereof upon each of the other parties and shall file a copy with the Regional Director. As further provided in said Section 37, should any party desire permission to argue orally before the Board, request therefore must be made in writing within ten (10) days from the date of these Proposed Findings, Conclusions, and Order.

Dated at Washington, D. C., this 12th day of July, 1946.

APPENDIX A

Notice to All Employees Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Hereby Disestablish Cannon Employees Association as the representative of any of our employees for the purpose of dealing with us concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment, and we will not recognize it or any successor thereto for any of the above purposes.

We Will Not dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it.

We Will refrain from recognizing the Contact Committee as the representative of any of our employees in the event that organization should ever return to active existence.

We Will Not give effect to any and all contracts, supplements thereto, modifications thereof, or to any superseding agreements with Cannon Employees Association.

We Will offer to the employees named below immediate and full reinstatement to their former or substantially equivalent positions without prejudice to any seniority or other rights or privileges previously enjoyed, and make them whole in accordance with the Order of the Board, for any loss of pay suffered as a result of the discrimination.

Alvin L. George, Clarence Joseph Armant, Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, Clarence William Youngberg, Jr., Florence Maynard, Herbert H. Caffarel.

We Will Not in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist United Electrical, Radio & Machine Workers of America, CIO, or International Association of Machinists, Lodge 311, AFL, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. All our employees are free to become or remain members of either of these unions, or any other labor organization. We will not discriminate in regard to hire or tenure of employment or any terms or condition of employment

against any employee because of membership in or activity on behalf of any such labor organization.

CANNON MANUFACTURING
CORPORATION,

By
Representative, Title.

CANNON ELECTRIC
DEVELOPMENT COMPANY,

By
Representative, Title.

Dated.....

Note: Any of the above-named employees presently serving in the armed forces of the United States will be offered full reinstatement upon application in accordance with the Selective Service Act after discharge from the armed forces.

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

(Affidavit of Service by Mail attached.)

(Return Postal Receipts attached.)

[Title of Board and Cause.]

Exceptions of Cannon Manufacturing Corporation and James H. Cannon, an Individual Doing Business as Cannon Electric Development Company, Respondents, to Proposed Findings of Fact, Proposed Conclusions of Law and Proposed Order.

* * * *

EXCEPTION No. 31

This exception goes to the entire order beginning near the bottom of page 33 and running through to the bottom of page 35 and to each and every paragraph therein with the exception of the last full paragraph on page 35 having to do with Gus Palm, Louis Tournie and Louis la Guerre Drouet, but which paragraphs are not specifically set out herein, it being further contended by the respondents that the "cease and desist" purpose of said order (1.(a) to (e)) are unnecessary for the reason that respondents have never at any time as disclosed by this record engaged in such practices from which they are ordered to cease and desist.

Dated at Los Angeles, California, September 6, 1946.

/s/ DAVID H. CANNON,
Attorney for Respondents.

In the United States Court of Appeals
for the Ninth Circuit

12142

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual, do-
ing business as CANNON ELECTRIC DE-
VELOPMENT COMPANY,

Respondents.

PETITION FOR ENFORCEMENT OF AN OR-
DER OF THE NATIONAL LABOR RELA-
TIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit.

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C.A., Supp. July 1947, Secs. 151, et seq.), hereinafter called the Act, respectfully petitions this Court for the enforcement of its order against respondent, Cannon Manufacturing Corporation, and its officers, agents, successors and assigns, and James H. Cannon, an individual doing business as the Cannon Electric Development Company, Los Angeles, California, and his agents, suc-

cessors and assigns. The consolidated proceeding resulting in said order is known upon the records of the Board as "In the Matter of Cannon Manufacturing Corporation and James H. Cannon, an individual, doing business as Cannon Electric Development Company and International Association of Machinists, Lodge 311, Case No. 21-C-2428," and "In the Matter of Cannon Manufacturing Corporation and James H. Cannon, an individual doing business as Cannon Electric Development Company and United Electrical, Radio & Machine Workers of America, CIL, Case No. 21-C-2474."

In support of this petition the Board respectfully shows:

(1) Respondents are engaged in business in the State of California, within this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act, as amended.

(2) Upon all proceedings had in said matter before the Board, as more fully shown by the entire record thereof certified by the Board and filed with this Court herein, to which reference is hereby made, the Board on December 16, 1946, duly stated its findings of fact, conclusions of law, and issued an order directed to the respondent Cannon Manufacturing Corporation, and its officers, agents, successors and assigns, and respondent James H. Cannon, an individual doing business as the Cannon Electric Development Company, and his agents, suc-

cessors and assigns. So much of the aforesaid order as relates to this proceeding provides as follows:

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Cannon Manufacturing Corporation, and its officers, agents, successors and assigns, and James H. Cannon, an individual doing business as the Cannon Electric Development Company, Los Angeles, California, and his agents, successors and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of the Contact Committee, by whatever name it may be known, or of the Cannon Employees' Association, or the formation or administration of any other labor organization of their employees, and from contributing financial or other support to the Contact Committee or the Cannon Employees' Association, or to any other labor organization of their employees;

(b) Recognizing the Cannon Employees' Association, or any successor thereto, as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(c) Giving effect to any and all contracts with the Cannon Employees' Association, or to supplements thereto, or modifications thereof, or any superseding agreements;

(d) Encouraging membership in the Cannon Employee's Association, or any other labor organization of their employees, and discouraging membership in United Electrical, Radio & Machine Workers of America, affiliated with the Congress of Industrial Organizations, or International Association of Machinists, Lodge 311, unaffiliated, or any other labor organizations of their employees, by discharging or refusing to reinstate any of their employees, or by discriminating in any other manner in regard to their hire or tenure of employment, or any term or condition of their employment;

(e) In any other manner interfering with, restraining, or coercing their employees in the exercise of the right to self-organization, to form labor organizations, to join or assist United Electrical, Radio & Machine Workers of America or International Association of Machinists, Local 311, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:²

² The Board expressly reserves the right to modify the back-pay and reinstatement provisions of this order if made necessary by a change of conditions in the future, and to make such supplements thereto as may hereafter become necessary in order to define or clarify their application to a specific set of circumstances not now apparent.

(a) Withdraw and withhold all recognition from the Cannon Employees' Association, as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment and completely disestablish that organization as such representative;

(b) Refrain from recognizing the Contact Committee, by whatever name it may be known, as the collective bargaining representative of any of their employees, in the event that organization should ever return to active existence;

(c) Reimburse all employees, whose dues in the Cannon Employees' Association were checked off by the respondents, for the amounts thus deducted from their wages since February 15, 1945;

(d) Offer to Alvin L. George, Clarence Joseph Armant, Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, Clarence William Youngberg, Jr., and Herbert H. Caffarel, immediate and full reinstatement to their former or substantial equivalent positions,³ without prejudice to their seniority or other rights and privileges;

³ In accordance with the Board's consistent interpretation of the term, the expression "former or substantially equivalent position" is intended to mean "former position wherever possible, but if such position is no longer in existence, then to a substantially equivalent position." See *Matter of The Chase National Bank of the City of New York, San Juan, Puerto Rico Branch*, 65 N.L.R.B. 827.

(e) Offer to Florence Maynard immediate and full reinstatement to her former or a substantially equivalent position, in the manner set forth in the proposed findings attached hereto, in the section entitled "The remedy";

(f) Make whole Alvin L. George for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from September 26 to October 15, 1942, when charges filed on his behalf were withdrawn and from January 16, 1945, to the date of the respondents' offer of reinstatement, less his net earnings⁴ during these periods;

(g) Make whole Clarence Joseph Armant for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of his discharge to October 15, 1942, when charges filed on his behalf

⁴ By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge and the consequent necessity of his seeking employment elsewhere. See *Matter of Crossett Lumber Company*, 8 N.L.R.B. 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. See *Republic Steel Corporation v. N.L.R.B.*, 311 U. S. 7.

were withdrawn, and from January 16, 1945, to the date of the respondents' offer of reinstatement, less his net earnings during these periods;

(h) Make whole Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, and Clarence William Youngberg, Jr., for any loss of pay which they may have suffered by reason of the respondents' discrimination against them, by payment to each of them of a sum of money equal to the amount which each normally would have earned as wages from the date on which charges were filed on their behalf to the date of the respondents' offer of reinstatement, less the net earnings of each during such period;

(i) Make whole Florence Maynard for any loss of pay she may have suffered or may suffer by reason of the respondents' discrimination against her, by payment to her of a sum of money determined in the manner set forth in the proposed findings attached hereto, in the section entitled "The remedy";

(j) Make whole Herbert H. Caffarel for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages from July 29, 1944, the date of his discriminatory discharge, to the date of the respondents' offer of reinstatement, less his net earnings during this period;

(k) Post at their plants in Los Angeles, California, copies of notice attached to the Proposed Findings of Fact, Proposed Conclusions of Law and

Proposed Order, marked "Appendix A."⁵ Copies of said notice, to be furnished by the Regional Director for the Twenty-first Region, shall, after being duly signed by the respondents' representatives, be posted by the respondents immediately upon receipt thereof, and maintained by them for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondents to insure that said notices are not altered, defaced, or covered by any other material;

(1) Notify the Regional Director for the Twenty-first Region in writing within ten (10) days from the date of this Order, what steps the respondents have taken to comply herewith.

(3) On December 16, 1946, the Board's Decision and Order was served upon respondents by sending a copy thereof postpaid, bearing Government frank, by registered mail, to respondents' counsel.

(4) Pursuant to Section 10 (e) of the National Labor Relations Act, as amended, the Board is certifying and filing with this Court a transcript of the entire record of the consolidated proceeding before the Board, including the pleadings, testimony and evidence, findings of fact, conclusions of law, and order of the Board.

⁵ In the event this order is enforced by decree of a Circuit Court of Appeals, there shall be inserted, before the words "A Decision and Order," the words: "A Decree of the United States Circuit Court of Appeals Enforcing."

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon respondents and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the so much of the order made thereupon as set forth in paragraph (2) hereof, a decree enforcing in whole said order of the Board, and requiring respondent Cannon Manufacturing Corporation, and its officers, agents, successors and assigns, and James H. Cannon, an individual doing business as the Cannon Electric Development Company, and his agents, successors and assigns, to comply therewith. The Board further prays that this Honorable Court, in enforcing said order, shall provide that the aforementioned notice to be posted by respondents, shall specifically recite that the Board's order has been enforced by a decree of this Court so that the introductory clause of the notice shall read as follows: "Appendix A, Notice to All Employees, Pursuant to a decree of the United States Court of Appeals enforcing an order of the National Labor Relations Board and in order to effectuate the policies of the National Labor Relations Act, as amended, we hereby notify our employees that."

NATIONAL LABOR RELATIONS BOARD,

/s/ A. NORMAN SOMERS,

Assistant General Counsel.

Dated at Washington, D. C., this 24th day of December, 1948.

District of Columbia—ss:

A. Norman Somers, being first duly sworn, states that he is Assistant General Counsel of the National Labor Relations Board, petitioner herein, and that he is authorized to and does make this verification in behalf of said Board; that he has read the foregoing petition and has knowledge of the contents thereof; and that the statements made therein are true to the best of his knowledge, information and belief.

/s/ A. NORMAN SOMERS,
Assistant General Counsel.

Subscribed and sworn to before me this 24th day of December, 1948.

(Seal) /s/ ROSE MARY FILIPOWICZ,
Notary Public, District of Columbia.

My Commission Expires March 15, 1953.

[Endorsed]: Filed December 31, 1948. Paul P. O'Brien, Clerk.

CA No. 12142

United States of America—ss:

The President of the United States of America:

To Cannon Manufacturing Corporation and James H. Cannon, d/b/a/ Cannon Electric Development Co., 3209 Humboldt St., Los Angeles, Calif.; Cannon Employees Association, 215 W. Ave., 33 Los Angeles, Calif.; United Electrical, Radio & Machine Workers of America, CIO, Att: Judy Dunks, 5851 S. Avalon Blvd., Los Angeles, Cal., and International Ass'n of Machinists, Lodge 311, AFL, 421 Van Nuys Bldg., Los Angeles, Calif.

Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10(e)), you and each of you are hereby notified that on the 31st day of December, 1948, a petition of the National Labor Relations Board for enforcement of its order entered on December 16, 1946, in a proceeding known upon the records of the said Board as

“In the Matter of Cannon Manufacturing Corp., and James H. Cannon, an individual, d/b/a Cannon Electric Development Co., and International Ass'n of Machinists, Lodge 311, Case No. 21-C-2428, and In the Matter of Cannon Manufacturing Corp., and James H. Cannon, an individual, d/b/a/ Cannon Electric

Development Co., and United Electrical, Radio & Machine Workers of America, CIO, Case No. 21-C-2474,"

and for entry of a decree by the United States Court of Appeals for the Ninth Circuit, was filed in the said United States Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Fred M. Vinson, Chief Justice of the United States, the 31st day of December in the year of our Lord one thousand, nine hundred and forty-eight.

(Seal) /s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for
the Ninth Circuit.

(Return of Service of Writs attached.)

[Endorsed]: Filed Jan. 13, 1949. Paul P. O'Brien,
Clerk.

CA No. 12142

United States of America—ss:

The President of the United States of America:

To Cannon Manufacturing Corporation and James H. Cannon, d/b/a/ Cannon Electric Development Co., 3209 Humboldt St., Los Angeles, Calif.; Cannon Employees Association, 215 W. Ave., 33 Los Angeles, Calif.; United Electrical, Radio & Machine Workers of America, CIO, Att. Judy Dunks, 5851 S. Avalon Blvd., Los Angeles, Cal., and International Ass'n of Machinists, Lodge 311, AFL, 421 Van Nuys Bldg., Los Angeles, Calif.,

Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10(e)), you and each of you are hereby notified that on the 31st day of December, 1948, a petition of the National Labor Relations Board for enforcement of its order entered on December 16, 1946, in a proceeding known upon the records of the said Board as

“In the Matter of Cannon Manufacturing Corp., and James H. Cannon, an individual, d/b/a/ Cannon Electric Development Co., and International Ass'n of Machinists, Lodge 311, Case No. 21-C-2428, and In the Matter of Cannon Manufacturing Corp., and James H. Cannon, an individual, d/b/a/ Cannon Electric De-

velopment Co., and United Electrical, Radio & Machine Workers of America, CIO, Case No. 21-C-2474,"

and for entry of a decree by the United States Court of Appeals for the Ninth Circuit, was filed in the said United States Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Court of Appeals for the Ninth Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Fred M. Vinson, Chief Justice of the United States, this 31st day of December in the year of our Lord one thousand, nine hundred and forty-eight.

PAUL P. O'BRIEN,

Clerk of the United States Court of Appeals for the Ninth Circuit.

(Return Service of Writ attached.)

[Endorsed]: Filed Jan. 1, 1949. Paul P. O'Brien, Clerk.

In the United States Court of Appeals
for the Ninth Circuit

No. 12142

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual, doing
business as CANNON ELECTRIC DEVELOP-
MENT COMPANY,

Respondents.

PETITION FOR ENFORCEMENT OF AN OR-
DER OF THE NATIONAL LABOR RELA-
TIONS BOARD

To the Honorable, the Judges of the United States
Court of Appeals for the Ninth Circuit.

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C.A., Supp. July 1947, Secs. 151, et seq.), hereinafter called the Act, respectfully petitions this Court for the enforcement of its order against respondent, Cannon Manufacturing Corporation, and its officers, agents, successors and assigns, and James H. Cannon, an individual doing business as the Cannon Electric Development Company, Los Angeles, California, and his agents, successors and assigns. The consolidated proceeding resulting in said order is known upon the records of

the Board as "In the Matter of Cannon Manufacturing Corporation and James H. Cannon, an individual, doing business as Cannon Electric Development Company and International Association of Machinists, Lodge 311, Case No. 21-C-2428," and "In the Matter of Cannon Manufacturing Corporation and James H. Cannon, an individual doing business as Cannon Electric Development Company and United Electrical, Radio & Machine Workers of America, CIO, Case No. 21-C-2474."

In support of this petition the Board respectfully shows:

(1) Respondents are engaged in business in the State of California, within this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act, as amended.

(2) Upon all proceedings had in said matter before the Board, as more fully shown by the entire record thereof certified by the Board and filed with this Court herein, to which reference is hereby made, the Board on December 16, 1946, duly stated its findings of fact, conclusions of law, and issued an order directed to the respondent Cannon Manufacturing Corporation, and its officers, agents, successors and assigns, and respondent James H. Cannon, an individual doing business as the Cannon Electric Development Company, and his agents, successors and assigns. So much of the aforesaid

order as relates to this proceeding provides as follows:

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that the respondent, Cannon Manufacturing Corporation, and its officers, agents, successors and assigns, and James H. Cannon, an individual doing business as the Cannon Electric Development Company, Los Angeles, California, and his agents, successors and assigns, shall:

1. Cease and desist from:

(a) Dominating or interfering with the administration of the Contract Committee, by whatever name it may be known, or of the Cannon Employees' Association, or the formation or administration of any other labor organization of their employees, and from contributing financial or other support to the Contact Committee or the Cannon Employees' Association, or to any other labor organization of their employees;

(b) Recognizing the Cannon Employees' Association, or any successor thereto, as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(c) Giving effect to any and all contracts with the Cannon Employees' Association, or to supplements thereto, or modifications thereof, or any superseding agreements;

(d) Encouraging membership in the Cannon Employee's Association, or any other labor organization of their employees, and discouraging membership in United Electrical, Radio & Machine Workers of America, affiliated with the Congress of Industrial Organizations, or International Association of Machinists, Lodge 311, unaffiliated, or any other labor organizations of their employees, by discharging or refusing to reinstate any of their employees, or by discriminating in any other manner in regard to their hire or tenure of employment, or any term or condition of their employment;

(e) In any other manner interfering with, restraining, or coercing their employees in the exercise of the right to self-organization, to form labor organizations, to join or assist United Electrical, Radio & Machine Workers of America or International Association of Machinists, Local 311, or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:²

² The Board expressly reserves the right to modify the back-pay and reinstatement provisions of this order if made necessary by a change of conditions in the future, and to make such supplements thereto as may hereafter become necessary in order to define or clarify their application to a specific set of circumstances not now apparent.

(a) Withdraw and withhold all recognition from the Cannon Employees' Association, as the representative of any of their employees for the purpose of dealing with the respondents concerning grievances, labor disputes, wages, rates of pay, hours of employment or other conditions of employment and completely disestablish that organization as such representative;

(b) Refrain from recognizing the Contact Committee, by whatever name it may be known, as the collective bargaining representative of any of their employees, in the event that organization should ever return to active existence;

(c) Reimburse all employees, whose dues in the Cannon Employees' Association were checked off by the respondents, for the amounts thus deducted from their wages since February 15, 1945;

(d) Offer to Alvin L. George, Clarence Joseph Armant, Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan; Monna Monnette Nye, Ada Lish, Eloise Hunt, Clarence William Youngberg, Jr., and Herbert H. Caffarel, immediate and full reinstatement to their former or substantially equivalent positions,² without prejudice to their seniority or other rights and privileges;

² In accordance with the Board's consistent interpretation of the term, the expression "former or substantially equivalent position" is intended to mean "former position wherever possible, but if such position is no longer in existence, then to a substantially equivalent position." See *Matter of The Chase National Bank of the City of New York, San Juan, Puerto Rico Branch*, 65 N.L.R.B. 827.

(e) Offer to Florence Maynard immediate and full reinstatement to her former or a substantially equivalent position, in the manner set forth in the proposed findings attached hereto, in the section entitled "The remedy";

(f) Make whole Alvin L. George for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from September 26 to October 15, 1942, when charges filed on his behalf were withdrawn and from January 16, 1945, to the date of the respondents' offer of reinstatement, less his net earnings⁴ during these periods;

(g) Make whole Clarence Joseph Armant for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of his discharge to October 15, 1942, when charges filed on

⁴ By "net earnings" is meant earnings less expenses, such as for transportation, room, and board, incurred by an employee in connection with obtaining work and working elsewhere than for the respondent, which would not have been incurred but for his unlawful discharge and the consequent necessity of his seeking employment elsewhere. See *Matter of Crossett Lumber Company*, 8 N.L.R.B. 440. Monies received for work performed upon Federal, State, county, municipal, or other work-relief projects shall be considered as earnings. See *Republic Steel Corporation v. N.L.R.B.*, 311 U. S. 7.

his behalf were withdrawn, and from January 16, 1945, to the date of the respondents' offer of reinstatement, less his net earnings during these periods:

(h) Make whole Joan Lawrence, Erma A. Evenstad, Vivian Mary Sullivan, Monna Monnette Nye, Ada Lish, Eloise Hunt, and Clarence William Youngberg, Jr., for any loss of pay which they may have suffered by reason of the respondents' discrimination against them, by payment to each of them of a sum of money equal to the amount which each normally would have earned as wages from the date on which charges were filed on their behalf to the date of the respondents' offer of reinstatement, less the net earnings of each during such period;

(i) Make whole Florence Maynard for any loss of pay she may have suffered or may suffer by reason of the respondents' discrimination against her, by payment to her of a sum of money determined in the manner set forth in the proposed findings attached hereto, in the section entitled "The remedy";

(j) Make whole Herbert H. Caffarel for any loss of pay he may have suffered by reason of the respondents' discrimination against him, by payment to him of a sum of money equal to the amount which he normally would have earned as wages from July 29, 1944, the date of his discriminatory discharge, to the date of the respondents' offer of reinstatement, less his net earnings during this period:

(k) Post at their plants in Los Angeles, California, copies of notice attached to the Proposed Findings of Fact, Proposed Conclusions of Law and Proposed Order, marked "Appendix A."⁵ Copies of said notice, to be furnished by the Regional Director for the 'Twenty-first Region, shall after being duly signed by the respondents' representatives, be posted by the respondents immediately upon receipt thereof, and maintained by them for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondents to insure that said notices are not altered, defaced, or covered by any other material;

(l) Notify the Regional Director for the 'Twenty-first Region in writing within ten (10) days from the date of this Order, what steps the respondents have taken to comply herewith.

(3) On December 16, 1946, the Board's Decision and Order was served upon respondents by sending a copy thereof postpaid, bearing Government frank, by registered mail, to respondents' counsel.

(4) Pursuant to Section 10 (e) of the National

⁵ In the event this order is enforced by decree of a Circuit Court of Appeals, there shall be inserted, before the words "A Decision and Order," the words: "A Decree of the United States Circuit Court of Appeals Enforcing."

Labor Relations Act, as amended, the Board is certifying and filing with this Court a transcript of the entire record of the consolidated proceeding before the Board, including the pleadings, testimony and evidence, findings of fact, conclusions of law, and order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon respondents and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the so much of the order made thereupon as set forth in paragraph (2) hereof, a decree enforcing in whole said order of the Board, and requiring respondent Cannon Manufacturing Corporation, and its officers, agents, successors and assigns, and James H. Cannon, an individual doing business as the Cannon Electric Development Company, and his agents, successors and assigns, to comply therewith. The Board further prays that this Honorable Court, in enforcing said order, shall provide that the aforementioned notice to be posted by respondents, shall specifically recite that the Board's order has been enforced by a decree of this Court so that the introductory clause of the notice shall read as follows: "Appendix A. Notice to All Employees. Pursuant to a decree of the United States Court of Appeals enforcing an order of the National Labor Relations Board and in order to effectuate the pol-

icles of the National Labor Relations Act, as amended, we hereby notify our employees that:"

NATIONAL LABOR RELATIONS
BOARD

/s/ A. NORMAN SOMERS
Assistant General Counsel

Dated at Washington, D. C., this 24th day of
December 1948.

[Endorsed]: Filed December 31, 1948. Paul P.
O'Brien, Clerk.

District of Columbia—ss.

A. Norman Somers, being first duly sworn, states
that he is Assistant General Counsel of the National
Labor Relations Board, petitioner herein, and that
he is authorized to and does make this verification in
behalf of said Board; that he has read the foregoing
petition and has knowledge of the contents thereof;
and that the statements made therein are true to the
best of his knowledge, information and belief.

/s/ A. NORMAN SOMERS,
Assistant General Counsel.

Subscribed and sworn to before me this 24th day
of December, 1948.

(Seal) /s/ ROSE MARY FILIPOWICZ,
Notary Public, District of Columbia.
My Commission Expires March 15, 1953.

In the United States Court of Appeals
For the Ninth Circuit

CA No. 12142

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual doing
business as CANNON ELECTRIC DEVELOP-
MENT COMPANY,

Respondents.

ANSWER OF RESPONDENTS

To The Honorable Judges of the United States
Circuit Court of Appeals for the Ninth Circuit:

Comes now Cannon Manufacturing Corporation
and James H. Cannon, an individual, doing business
as Cannon Electric Development Company, respond-
ents, and answering the Petition for Enforcement of
an Order of the National Labor Relations Board
asserts:

FIRST DEFENSE

The petition fails to state a claim against these
respondents or against either of them upon which
relief can be granted.

SECOND DEFENSE

Respondents admit the allegations contained in
paragraphs (1), (2), (3), and (4) of the said peti-
tion but allege that the relief prayed for in said peti-
tion should not be granted by reason of the fact that

there was no substantial evidence nor any evidence offered or received in the proceedings before the Trial Examiner or before the National Labor Relations Board to support the said Order, part of which is set out in paragraph (2) of the petition herein, or any part thereof.

THIRD DEFENSE

That said petition should not be granted by reason of Respondent's Exceptions to said Order and which said Respondents' Exceptions are set out as part of the Certificate of the National Labor Relations Board, dated December 24, 1948, and designated therein as item (11) and duly filed herein, reference to which is specifically made and by this reference incorporated herein and made a part hereof.

Wherefore, these respondents pray that this proceeding be dismissed, that respondents be allowed to go hence with their costs and with all other proper relief.

Dated February 9, 1949.

/s/ DAVID H. CANNON,
Attorney for Respondents.

(Affidavit of Service by Mail attached.)

[Endorsed]: Filed February 10, 1949. Paul P. O'Brien, Clerk.

[Title of U. S. Court of Appeals and Cause.]

STATEMENT OF POINTS

The National Labor Relations Board, petitioner, pursuant to Rule 19 (6) of this Court files the following statement of points upon which it intends to rely in the enforcement proceeding:

1. The Board's findings that respondents violated Section 8 (1), (2), and (3) of the National Labor Relations Act are supported by substantial evidence.

The Board's order is valid and proper under the Act.

/s/ A. NORMAN SOMERS,

Assistant General Counsel, National Labor Relations Board.

Dated at Washington, D. C., this 24th day of December 1948.

[Endorsed]: Filed Dec. 31, 1948, Paul P. O'Brien, Clerk.

[Title of U. S. Court of Appeals and Cause.]

STIPULATION TO DISPENSE WITH THE PRINTING OF CERTAIN EXHIBITS

It is hereby stipulated by and between the parties to the above-entitled action that the following exhibits designated as constituting part of the record before the Court need not be included in the printed record but will be filed with the Clerk and may be

considered by the Court with the same effect as if printed:

Board Exhibits Nos. 1A-1Z, 28, 29, 30, 32, 34, 36, 39, 42, 46, 48, 57, 68A, 68K, 68P, 73, 74.

Respondents' Exhibits 34, 37, 38A, 38B.

/s/ A. NORMAN SOMERS,
Assistant General Counsel, National Labor Relations Board, Attorney for Petitioner.

Dated at Washington, D. C., this 24th day of December 1948.

/s/ DAVID H. CANNON,
Attorney for Respondents.

Dated at Los Angeles, California, this 4th day of January, 1949.

[Endorsed]: Filed January 5, 1949.

[Endorsed]: No. 12142. United States Court of Appeals for the Ninth Circuit. National Labor Relations Board, petitioner, vs. Cannon Manufacturing Corporation and James H. Cannon, an individual, doing business as Cannon Electric Development Company, respondents. Transcript of Record. Petition for enforcement of order of the National Labor Relations Board.

Filed December 31, 1948.

/s/ PAUL P. O'BRIEN,
Clerk of the United States Court of Appeals for the Ninth Circuit.

Before the National Labor Relations Board
Twenty-first Region

Case No. 21-C-2428

In the Matter of

CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual, doing
business as CANNON ELECTRIC DEVELOP-
MENT COMPANY

and

INTERNATIONAL ASSOCIATION OF MA-
CHINISTS, LODGE 311, A.F.L.

Case No. 21-C-2474

CANNON MANUFACTURING CORPORATION
and JAMES H. CANNON, an individual, doing
business as CANNON ELECTRIC DEVELOP-
MENT COMPANY

and

UNITED ELECTRICAL, RADIO AND MA-
CHINE WORKERS OF AMERICA, C.I.O.

Room 301, Board of Trade Building,
111 West Seventh Street,
Los Angeles, California
Thursday, May 24, 1945.

The above entitled matter came on for hearing,
pursuant to notice, at 10:00 o'clock a. m.

Before: James C. Batten, Trial Examiner. [1*]

Appearances: Charles M. Ryan, 900 Board of
Trade Building, 111 West Seventh Street, Los An-

* Page numbering appearing at foot of page of original certified Transcript of Record.

geles, California, appearing on behalf of the National Labor Relations Board. David H. Cannon, 650 South Spring Street, Los Angeles, California, appearing on behalf of Cannon Manufacturing Corporation and James H. Cannon, an individual, doing business as Cannon Electric Development Company. Judy Dunks, 5851 South Avalon Boulevard, Los Angeles, California, appearing on behalf of United Electrical, Radio and Machine Workers of America, C.I.O. [2]

* * * *

Mr. Ryan: Mr. Examiner, at this time I ask the reporter to mark for identification the formal papers upon which this proceeding rests, marking those papers as they appear in the [4] formal file chronologically lettered 1-A through 1-X, inclusive.

(Thereupon, the documents referred to were marked Board's Exhibits Nos. 1-A through 1-X, inclusive, for identification.)

Mr. Ryan: Those formal papers include the charges, amended charges, complaint, amended complaint, and second amended complaint, the proof of service and the Board's order consolidating these two cases for hearing in this matter. [5]

* * * *

Trial Examiner Batten: I think perhaps, Mr. Cannon, if you have no objection, it may be, as I should have said a minute ago, that any formal papers, including those of the respondent, as well as the organizations involved, I would like to have made a part of Board's Exhibit 1. That is prin-

cipally for the convenience of you attorneys later, so that you will find all the formal papers in one exhibit, instead of scattered through the record.

Mr. Cannon: That is agreeable.

Trial Examiner Batten: That would then be Board's Exhibit 1-Y, the answer.

(Thereupon, the document referred to was marked Board's Exhibit No. 1-Y, for identification.)

Trial Examiner Batten: Then it may be understood, Mr. Cannon, you may have—what, two days?

Mr. Cannon: I would like more, if I may have it.

Trial Examiner Batten: Three days?

Mr. Cannon: I would like until Monday.

Trial Examiner Batten: Until Monday to file an amended answer. [9]

* * * *

Mr. Cannon: At this time the Cannon Manufacturing Corporation and Cannon Electric Development Company move for a continuance on this matter based primarily on the fact the issues have been entirely changed now by the reason of the late filing of these amendments, these amended charges. We are not prepared to meet them at this time, not having had time to consider them and not knowing of their nature. That is one motion.

The other motion is we object to any hearing on the matter now on the grounds that the persons filing the complaints and issues framed in this particular matter have been passed upon with a degree of finality by the National Labor Relations Board.

as embodied in the affirmative defense set up in the answer, and which I will not read at length unless I am required to do so by you.

Trial Examiner Batten: Well, naturally, I reserve my decision on both of those until I have an opportunity to read it. [11]

* * * *

Trial Examiner Batten: I think we are ready to proceed.

This morning counsel for the respondent moved for a continuance based upon the issues that have arisen due to the amended charges and the second amended complaint. I have reviewed the formal papers and their motion is denied.

Then, I believe your second matter was not in the form of a motion, but was an objection to proceeding practically upon the same basis. Is that correct, Mr. Cannon?

Mr. Cannon: It is upon that basis and also upon the additional basis that matters that have heretofore been adjudicated by the Board covered the same issues.

Trial Examiner Batten: Of course, that would be denied, very definitely. If that is true, of course, that would be a matter of defense, and as I see it, it is affirmative defense and not a matter for dismissing upon motion. I suppose you are referring to the other proceeding?

Mr. Cannon: Yes.

Trial Examiner Batten: That is denied. [26]

* * * *

Mr. Ryan: Mr. Examiner, I do not believe I

have as yet [31] offered the formal papers in this proceeding, and I now do so offer them. I offer the formal papers which have been heretofore marked for identification as Board's Exhibit 1-A through 1-Y, inclusive, as Board's Exhibits 1-A through 1-Y inclusive.

Trial Examiner Batten: Is there any objection?

Mr. Cannon: No objections other than originally stated in my answer and motion.

Trial Examiner Batten: Those objections will stand.

Mr. Cannon: Then there is no objection.

Trial Examiner Batten: They will be received as Board's Exhibits 1-A through Y, and that includes the answer, which will be amended by Monday, is that correct?

Mr. Cannon: That is correct.

Trial Examiner Batten: They may be received.

(The documents heretofore marked as Board's Exhibits Nos. 1-A through 1-Y, for identification, were received in evidence.) [32]

* * * *

Mr. Ryan: I am proposing a stipulation as follows: That Cannon Manufacturing Corporation is a California corporation, and James H. Cannon is an individual doing business as Cannon Electric Development Company, and that the two organizations which I have just mentioned are engaged in the manufacture of cable connections and electrical specialties at a plant in Los Angeles, California.

Mr. Cannon: We will stipulate that, except that

the Cannon Electric Development Company does not do any manufacturing. It engineers and designs equipment.

Mr. Ryan: I will agree to that amendment. That during the calendar year ending December 31, 1944, the company purchased materials in excess of the amount of \$3,000,000.00.

Trial Examiner Batten: Where you talk of the company——

Mr. Ryan: I am speaking now of the two companies I have just mentioned, the Cannon Manufacturing Corporation and James H. Cannon doing business as Cannon Electric Development Company.

Trial Examiner Batten: You are speaking now of the respondents jointly?

Mr. Ryan: I am speaking of the respondents jointly.

Trial Examiner Batten: Let's have this understanding now so that it will be clear in the record. When you speak of the corporation, you are speaking of the Cannon Manufacturing Corporation. When you speak of the company, you are speaking of the Cannon Electric Development Company, and when you speak of them jointly, you will call them respondents. Then the record will be clear and anyone else reading it will understand it.

Mr. Ryan: That certain materials were purchased for use in the plant of the respondents and that approximately \$500,000.00 worth of said purchases were obtained from points outside the State of California.

Mr. Cannon: Just a moment. The purchases that

you speak about, Mr. Ryan, were purchased outside the State of California by the Cannon Manufacturing Corporation, not by Cannon Electric Development Company.

Mr. Ryan: All right. I will accept that amendment. That during the same period, that is the calendar year ending December 31, 1944, the respondent had gross sales of approximately \$11,000,000.00, and approximately 85 per cent of those sales were made to aircraft companies having contracts with the United States Government. [34]

Mr. Cannon: We will stipulate that the corporation had sales in excess of \$11,000,000.00 during that period, but they were not sold outside the State of California by the manufacturing corporation.

Mr. James H. Cannon: The corporation did not have that much sales and it sold nothing outside of California. The company is a contracting agency and a considerable portion was sold that way, and the corporation didn't sell anything except to the Cannon Electric Development Company.

Trial Examiner Batten: As I understand this, everything which the corporation manufactures it sells to the development company.

Mr. James H. Cannon: For that duration period.

Trial Examiner Batten: And the development company is the one who makes the deliveries.

Mr. James H. Cannon: It does the delivering and the contracting and the collecting and the advertising and the engineering.

Trial Examiner Batten: In other words, the

company is the one that is responsible for making deliveries.

Mr. James H. Cannon: That is right, and they ship and bill. They are the creative end of the unit.

Trial Examiner Batten: Whatever amount is sold by the corporation is sold through the company, and the company in turn sold 85 per cent to the United States Government or its [35] agencies?

Mr. James H. Cannon: Well, indirectly, yes. The direct government sales do not exceed 15 per cent, but the others are indirect, like to the aircraft companies.

Trial Examiner Batten: In other words, the balance of 70 per cent was sold to the aircraft industry?

Mr. James H. Cannon: Yes, and a large part of it in California.

Trial Examiner Batten: A large part in California.

Mr. James H. Cannon: I wouldn't say the majority, but a considerable proportion.

Trial Examiner Batten: By the company?

Mr. James H. Cannon: That is right.

Trial Examiner Batten: And the company purchased all of its products from the corporation?

Mr. James H. Cannon: That's right.

Mr. Ryan: Mr. Cannon made one statement that the total sales were not in the amount of \$11,000.-000.00 for that period. Could you estimate what it was, approximately?

Mr. James H. Cannon: Well, by the corporation,

I don't think so. I haven't got those figures before me.

Trial Examiner Batten: Roughly, in excess of what amount, in excess of \$10,000,000.00 or \$6,000,000.00 or \$5,000,000.00, or what can you say in excess of?

Mr. James H. Cannon: I would say around \$7,000,000.00, [36] a little over. It runs about 30 per cent less than the corporation.

Trial Examiner Batten: In other words in excess of \$7,000,000.00.

Mr. James H. Cannon: Well, that would be pretty close. That would be all right.

Mr. Ryan: Is the stipulation satisfactory now, sir?

Mr. Cannon: As modified, it is all right. We so stipulate.

Mr. Ryan: As I understand it, the respondents do not contest the jurisdiction of the Board in this case?

Mr. Cannon: We will in view of the showing that has just been made, we will contest the jurisdiction, that is, as far as the corporation is concerned.

Trial Examiner Batten: You admit that the company, then, is engaged in commerce within the meaning of the Act?

Mr. Cannon: Yes.

Trial Examiner Batten: But as far as the corporation is concerned, you contest the jurisdiction of the Board; is that correct?

Mr. Cannon: Yes. I realize that is slightly dif-

ferent than my understanding with Mr. Ryan this morning, because I did not fully understand the facts this morning. I don't want you to think I am repudiating anything I agreed to this morning, and if it has caused any embarrassment or delay, [37] I will be glad to compensate in some way, if we can. It was a misunderstanding.

Mr. Ryan: I understand. At this time I would like to call Mr. James Cannon to the witness stand, please.

JAMES H. CANNON,

called as a witness by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Ryan): Will you state your full name, please, Mr. Cannon?

A. James H. Cannon.

Q. What is your address?

A. I use the business address of the plant, 3209 Humboldt, or Box 75, Station A, Los Angeles. That is where I receive my mail through the Station.

Q. Mr. Cannon, you are associated, are you not, with the Cannon Manufacturing Corporation, and also the Cannon Electric Development Company, which are involved in this proceeding?

A. Yes, sir, I own the latter as a sole proprietorship, and I am president of the former.

Q. Of the corporation? A. That's right.

Q. How long have you held such a position?

A. Well, I created the business in 1915 under

(Testimony of James H. Cannon.)

the name of [38] Cannon Electric Development Company, and by 1918 I was beautifully broke, but I developed some new product and in 1920 I incorporated to protect \$5,500.00, invested by outside stockholders. It is 30 years this month.

Q. That is since you originally went into the business, is that right?

A. That is right, yes.

Q. With respect to the Cannon Electric Development Company, I understand you operate that as an individual, is that right? A. Yes.

Q. When did that organization come into existence, approximately?

A. Cannon Electric Development Company came in in 1915 and operated as such until 1920, at which time we incorporated.

Q. But I am talking about the Cannon Electric Development Company.

A. That was the original name; for five years it was unincorporated, and then we were incorporated in 1920 and still are, but we changed the name in 1939 of the corporation.

Q. You changed it to Cannon Manufacturing Corporation? A. That is right.

Q. But you still continued the organization known as Cannon Electric Development Company, also?

A. I filed and registered a fictitious firm name at that [39] time.

Trial Examiner Batten: On what date was that?

* * * *

(Testimony of James H. Cannon.)

The Witness: April, 1939, would be near enough, because we were delayed there waiting for the tax auditors to get a final closing statement so we could start out.

Q. (By Mr. Ryan): Mr. Cannon, the plant which was operated by Cannon Manufacturing Corporation is located at 3209 Humboldt Street?

A. That is at 3209 Humboldt Street, that is the number 2 plant. Then we have the old plant across from the Santa Fe at 420 West Avenue 33rd.

Q. And both of these companies, the corporation and the Cannon Electric Development Company, do their business in that plant, is that right?

A. We do that from a central office, yes, from the Humboldt Street address.

Q. Will you briefly describe for us the physical setup of [40] the plant, whether it is in one building or two buildings, and their relative location to one another, their size, and so forth?

A. There are two buildings, you might call them. Plant 1 had about 14 additions before we built Plant 2, and I don't know how many additions there were on Plant 2, but it is about like a shanty town. We had to keep expanding to meet the war requirements, but for general purposes there are two buildings now. It is all partially consolidated as far as the extensions are concerned.

Q. Are they referred to as two buildings?

A. Yes. We call them Plant 1 and Plant 2.

* * * *

Q. (By Mr. Ryan): For how long a period

(Testimony of James H. Cannon.)

have you been operating with the physical facilities that you now have, that is, Plant 1 and Plant 2?

A. Plant 2, well, I authorized the starting of the construction of that in the latter part of June, 1940. We moved our machinery into the new plant in October, and we moved the office in December of 1940. So it was fully occupied as far as executive action was concerned, by December, 1940. [41]

Q. As I understand it, then, the offices of the organization are in Plant 2, is that correct?

A. General office, yes, for both units. [42]

* * * *

Q. Mr. Cannon, I wonder if you would give us a little clearer picture as to the functioning relationship between the Cannon Manufacturing Corporation and Cannon Electric Development Company.

A. That is one thing that gave me an awful headache because at one time I separated them, which was not realizable on account of the war developments. I had in mind letting the [47] employees participate in the operations, and I knew from my own point of view that if we would come in at the end of the year and say that we had \$150,000.00 development expenses in some ambiguous sink hole out here and take that out of the operating profit, if there was that much left, they wouldn't have any faith in it, so I separated them. I took the designing and creative work and the engineering and the sales contact and advertising from the actual manufacturing which we could pin down to a real basis of fact, and that is where I had in

(Testimony of James H. Cannon.)

mind letting the employees in on the manufacturing, which wouldn't have any ambiguous costs and then they could participate accordingly, but before I could carry out my plans the war hit us. In fact, before the war hit, Lockheed got an order from England for 200 planes, which was the biggest production order we had had yet, and then they started to zoom in, and then the preparedness campaign started, and finally the war itself, and we were just swept off our feet. We made a phenomenal record because we didn't get one cent of federal financing or private bank financing. I have had chances to sell out time and time again and retire, but I have tried to preserve that organization to take care of the employees of the company and keep them together. [48]

* * * *

Q. As I understand it, then, the manufacturing operations are carried on by the Cannon Manufacturing Corporation and the engineering and development, experimentation and so on, that is all carried on by the company?

A. We had a selling unit, and the manufacturing corporation was supported by more than 60 subcontractors during the high pressure period clear to the Atlantic Coast. We make everything that we use with the exception of phenolic moldings, but there was so much that we couldn't do it all ourselves. We have one of the finest tool rooms in the West, but we had to let out dies in the East. We had hard luck there. There was only one of

(Testimony of James H. Cannon.)

them, a company in Chicago, that delivered us anything that was satisfactory, but we had to sublet lots of parts, millions of contacts, and the like. We use our own automatic screw machines largely for making the jobs that the subcontractors don't want, and the limited runs and special items.

Q. Mr. Cannon, in addition to the operations that are carried on by the Cannon Manufacturing Corporation and those that you have enumerated for the Cannon Electric Development Company there is also a selling operation that is carried on [49] by Cannon Electric Development Company, isn't that right?

A. You must not call it selling. We don't do that in view of the Treasury Department. It is engineering contacts. The sales agents work on a strictly commission basis which was passed upon by the Renegotiation Board and they are very essential because they cover the aircraft activities in their area, determine their needs, correct their troubles, and keep in touch with the factory to supply them with services and develop new products to meet the requirements. It is not a selling proposition because you don't have to sell anything.

Q. But I mean, Mr. Cannon, that the actual transaction of the sale is carried on by the Cannon Electric Development Company.

A. All of the sales are by the Cannon Electric Development Company.

Q. And the products which are sold are those

(Testimony of James H. Cannon.)

which are produced by the Cannon Manufacturing Corporation, is that right?

A. The development company for the duration is absorbing everything which Cannon Manufacturing Corporation manufactures, and also everything that the subcontractors make for the manufacturing corporation. [50]

* * * *

Trial Examiner Batten: The subcontractors deal entirely with the corporation?

The Witness: That's right. All the subcontracts are through the corporation. We have a fixed value when the article is completed because the subcontracts, with the exception of the phenolic moldings, are merely a duplication of what we make ourselves, but we have to have more of them.

Q. (By Mr. Ryan): Approximately how many employees do you have in your entire operation of the Cannon Manufacturing Corporation at the present time?

* * * *

A. Our controller broke down in December and was only back a few days in January, and I am drifting along aimlessly, and I myself nearly died in March, operated on in December, and so some of those figures are up in the air. I would say in round numbers we have close to 1500 employees between the two companies.

Q. 1500 employees? [51]

A. We reached 2121 at one time.

Mr. Cannon: I will state to the Examiner and

(Testimony of James H. Cannon.)

Mr. Ryan that we will furnish the information as to that later.

The Witness: I can get them, and when I do we will submit them exactly. Practically all of the people involved here are employees of the corporation.

Q. (By Mr. Ryan): Of the manufacturing corporation?

A. Of the manufacturing corporation, they were employed by the corporation, yes, because there is part of the company employees that are not unionized at all.

Q. Employees of the Cannon Electric Development Company would not be engaged in the production or maintenance work in the plant?

A. No productive work whatsoever.

Trial Examiner Batten: Can you tell us roughly, Mr. Cannon, approximately how many employees there are in the development company, I mean just roughly.

Mr. Wilcox: 1300, approximately.

* * * *

Q. (By Mr. Ryan): Now, Mr. Cannon, you are the active [52] representative of these two companies involved here, the corporation and the development company.

A. President of one and owner of the other.

Q. And you take an active part in the management of those two companies?

A. I designed everything we ever built until we added a few more contacts and plugs and things like that.

(Testimony of James H. Cannon.)

Q. In the handling of the labor relations for the past many years, you have had considerable direct contact with those problems, also?

A. No so much as you might anticipate. I knew much more about the business, because in a one-horse business like mine was, 4000 per cent increase in four years, you are not going to do much contacting anywhere except to try to hold the organization together and keep out of the hands of the investment bankers and the sharks.

Q. During your career as owner and operator of these businesses, when was the first time that a labor organization came into the plant and requested that they be recognized as the representative of any of the employees of Cannon Manufacturing Corporation or Cannon Electric Development Company?

A. At the time they came in, it was all one unit known as Cannon Electric Development Company, which is an incorporated unit, and as near as I could guess at it without referring [53] to the record, it would be about '37.

Q. 1937?

A. Yes, and that was the A. F. of L.

Q. Was that the International Brotherhood of Electrical Workers?

A. That's right.

Q. A. F. of L.?

A. That's right. A. F. of L. had always been friendly to me. We run a jack of all trades shop, and they were trade unions, and we had always had fair consideration from them even with the hard-boiled Electrical bunch that they have got at the

(Testimony of James H. Cannon.)

studios. I was making all of the Electric Products Company spotlights and they compromised for us to make the lamp and the others the socket and they would pass it. They have always played fair with me and they apologized for coming in to organize us. [54]

* * * *

Q. Now, Mr. Cannon, do you recall that in 1937, after the International Brotherhood of Electrical Workers did come into your shop and make claims to represent your employees, that they filed charges against your company with the National Labor Relations Board. A. The Electrical Union?

Mr. Cannon: Was that 1937?

The Witness: No, sir, I don't recall that.

Q. (By Mr. Ryan): The International Brotherhood of Electrical Workers?

A. Well, all I know is that they said they were out there organizing because the C.I.O. was grabbing everything in sight and they were doing it in self defense, and we had a verbal agreement, which was later changed by Washington who [55] insisted on written agreements because there was too much dispute over verbal agreements, and the last I heard of the Electrical Union, Elconin, one of their organizers came around and grinned and said, "I only got six members left paying dues," and the next thing I knew they were all Machinists. I can't recall any correspondence with the Machinists. I used to scrap with their organizer a good deal over the

(Testimony of James H. Cannon.)

desk, but there was no hard feelings. We finally had a written contract with them. [56]

* * * *

Q. (By Mr. Ryan): Mr. Cannon, going now to the year 1938, the International Association of Machinists came into your plant in the year 1938, isn't that right? [58]

A. That's right. All of a sudden, one died out and the other sprung up.

Q. They more or less succeeded the International Brotherhood of Electrical Workers in your plant, is that it?

A. Yes, and some of my oldest employees took very devoutly to the cause there.

* * * *

Mr. Ryan: Mr. Reporter, will you please mark for identification as Board's Exhibit 2 this document? [59]

(The document referred to was marked as Board's Exhibit No. 2, for identification.)

Mr. Ryan: I have had marked for identification Board's Exhibit 2 a letter purportedly on the letter-head stationery of Cannon Electric Development Company, Inc., under date of April 27, 1938, addressed to the International Association of Machinists, Labor Temple, Los Angeles, California, purporting to bear the signature of James H. Cannon, Cannon Electric Company, and I now show it to counsel (handing document to Mr. Cannon.)

Q. (By Mr. Ryan): Mr. Cannon, I show you

(Testimony of James H. Cannon.)

Board's Exhibit 2 for identification and ask you to look it over and tell me whether or not that is a copy of a letter which you addressed to the International Association of Machinists (handing document to witness.) A. It is. [60]

* * * *

Mr. Ryan: Mr. Reporter, will you please mark this document as Board's Exhibit 3-A for identification and this one 3-B for identification?

(The documents referred to were marked as Board's Exhibits Nos. 3-A and 3-B for identification.)

Mr. Ryan: I have had marked for identification as Board's 3-A what purports to be a copy of a letter addressed to Mr. James H. Cannon, President, Cannon Electric Development Company, under date of May 6, 1938, from John Queen, business agent, and I show it to counsel now. I have also [61] had marked as Board's Exhibit 3-B for identification a letter purportedly on the stationery of the Cannon Electric Development Company under date of May 11, 1938, addressed to Mr. John R. Queen, business agent of the International Association of Machinists, purporting to bear the signature of James H. Cannon, and I might say it appears to be a stamped signature of James H. Cannon (handing documents to Mr. Cannon.)

* * * *

Q. (By Mr. Ryan): I now show you Board's Exhibits 3-A and 3-B for identification to you, Mr. Cannon, for your examination, and ask you to look

(Testimony of James H. Cannon.)

at Board's Exhibit 3-A for identification, and will you look at both of them together, it doesn't make any difference. Have you read Exhibit 3-A?

A. I don't have to read the text. That is my signature. I don't question it for a second.

Q. With respect to Board's Exhibit 3-A for identification, that would appear to be a copy of the letter to which you referred in your letter?

A. Exhibit A is dated May 6 and mine is may 11th. [62]

Q. But you refer to a previous letter.

A. Yes, I refer to a previous communication.

Q. It says, "Your favor of May 6."

A. The Board is very cooperative. We couldn't get any more money for our product.

Mr. Ryan: I now offer Board's Exhibit 2 for identification, Board's Exhibit 3-A and 3-B for Trial Examiner Batten: Board's Exhibits 2, 3-A and 3-B respectively.

Trial Examiner Batten: Is there any objection to these?

The Witness: Oh, no.

Mr. Cannon: No.

Trial Examiner Batten: Board's Exhibit 2, 3-A and 3-B will be received.

(The documents heretofore marked as Board's Exhibits Nos. 2, 3-A and 3-B, for identification, were received in evidence.)

[Printer's Note:] Board's Exhibits Nos. 2, 3-A and 3-B are set out in full at pages 636 to 645 of this printed Record.

(Testimony of James H. Cannon.)

* * * *

The Witness: Mr. Examiner, may I ask a question here? I was asked about a meeting with the Labor Board. We never had one that I can recall during the Electrical activities [63] there, but they did have one with the Machinists Union and Queen was rather Irishy, and I used to scrap with him violently, but there was nothing more than over-the-counter about it, although I understand the union threw him out over that.

Trial Examiner Batten: I don't think counsel asked you if you had any meetings with the Board.

The Witness: He wrote an agreement that would have given them the whole thing.

Trial Examiner Batten: I don't know as we are concerned with that.

The Witness: That is what the hearing was for and we agreed to certain things, and then he came back and put in all those old things. We finally signed an agreement and that was what we agreed to, but we did have that one hearing with them and that I recall very distinctly.

Q. (By Mr. Ryan): That is a conference that you are referring to, is it, before the Labor Board?

A. Yes, it was a conference to agree on something. It was not a hearing. [64]

* * * *

Q. Mr. Cannon, can you recall now the term of the agreement that you entered into with the I.A.M. back in 1938?

(Testimony of James H. Cannon.)

A. It was self-continuing from year to year unless we gave 30 days notice. Either party could give 30 days notice.

Q. Was that ever formally cancelled?

A. No. That is one reason why I resented the intrusion out there.

Q. However, the A. F. of L., the I.A.M., did not continue to be active under that contract, is that right? A. They were active.

Mr. Cannon: Just a minute. I object to that as calling for a conclusion.

Trial Examiner Batten: I think it is a conclusion. What may be active to the witness may not be so to anybody else. [66] I think what we had better do is have the facts as to what was said and done during this period and let me decide whether or not they were active.

Q. (By Mr. Ryan): Mr. Cannon, during the years 1939 and then up through 1940, was there any company of the International Association of Machinists that took up grievances for the employees in your shop regularly? A. No.

Q. What I mean by "regularly" is from week to week.

A. No. I treated the crew so well that they all quit paying dues.

Q. About when would you say that period began?

A. I knew there were very few left, but I thought there would be a couple of tool makers for

(Testimony of James H. Cannon.)

self-protection. I only got it verbally, but I understood there was practically none paying dues.

Q. When did that information come to your attention, about how long had the contract been in existence when you learned that?

A. Let's see. This was signed in—this was the Machinist contract. The Electrical was about a year earlier, I think. [67]

* * * *

The Witness: This says 1938, and I don't know what date. That was a self-continuing contract unless one or the other served 30 days' notice, but they weren't functioning, and I wanted some representation in the shop, see, for the simple reason that there were abuses down there on the part of some employees making sacred cows out of some. I wanted the employees to take care of themselves on that and iron those things out. [68]

* * * *

Q. (By Mr. Ryan): Mr. Cannon, with respect to the contract entered into with the International Association of Machinists, there was only one contract entered into, isn't that right?

A. As far as I know.

Q. There were no renewals?

A. Because they were self-continuing.

Q. But you stated before it came to your attention that they had all ceased paying dues or had become inactive somewhere along the line after the contract was executed.

A. Yes.

(Testimony of James H. Cannon.)

Q. Could you estimate approximately how long after it was? [69]

A. Oh, there was a gradual tapering off. I had an ambition to build an ideal labor setup. I wanted to create a special shop where we paid a premium wage and where we would pay twice as much and have half the number of employees. It went out of our hands and we couldn't do anything about that, but I did offer a lot of benefits there, like a baby bonus, paying on the installment plan, and I guess we paid for a young army already. We paid \$50.00 each. I guess the treatment I gave them was such that they were wondering what they were paying dues for.

Trial Examiner Batten: Well, Mr. Cannon, the question is if you know approximately the date on which the employees ceased paying dues.

The Witness: No, I have no knowledge. It was tapering off and I didn't know until I was told after the C. E. A. election. I didn't know that except from hearsay.

Q. (By Mr. Ryan): Do you recall along in the early part of 1941 that the United Electrical Radio & Machine Workers of America, C.I.O., started a drive to try to organize in your plant?

A. Very emphatically, yes.

Q. And also an employee organization known as the Cannon Employees Association began organizing around the early part of 1941, do you recall that?

A. The C.I.O. campaign lasted, as nearly as I

(Testimony of James H. Cannon.)

can recall, [70] nearly eight months, while they were serenading in there.

Q. I am talking about when they began organizing.

A. I don't know actually, but the employees got together at the beginning of the C.E.A., I can tell you that. But I couldn't tell you just when it was.

Trial Examiner Batten: Was it in 1941 that the Cannon Employees Association started their activities?

The Witness: Undoubtedly, because we moved completely by December, 1940, and the C.I.O. started in on us just after we had more than doubled our employee roll and took in people, oh, nondescript people from all sources. That is where we made an awful mistake, when we took them in.

Q. (By Mr. Ryan): When you went over to Plant No. 2, when you expanded into the new plant, Plant No. 2, about when was that?

A. The machines were moved in October. We moved them in one night, and in December the shop was moved.

Q. In 1940?

A. In 1940, the shop was started full.

Q. It was within a short time after that that your employee rolls had expanded greatly?

A. I would say we more than doubled in four months.

Q. It was during that great expansion period that this union activity started?

A. I hired them by the color of their eyes, ap-

(Testimony of James H. Cannon.)

parently, [71] and we got the plant full of organizers and our troubles really began then.

Q. Do you recall an organization or committee plan which began coming into existence about the month of May, 1941 known as——

A. Contact Committee?

Q. Contact Committee, yes.

A. I recall that very distinctly because I felt that the A. E. of L. was not functioning and new laws were being passed and I wanted an employer representation, so I advocated their forming committees to make contact with management, people of their own selection, and I was informed later that it was not in compliance with the existing law to do so. I don't know that they ever got very well started before the C.E.A. came in. I think that is evidenced by a letter which I have.

Mr. Ryan: Mr. Reporter, will you mark this document as Board's Exhibit No. 5 for identification?

(The document referred to was marked as Board's Exhibit No. 5 for identification.) [72]

* * * *

Mr. Ryan: Board's Exhibit 5 for identification purports to be a notice to employees of Cannon Electric Development Company and Cannon Manufacturing Corporation from James H. Cannon, dated May 20, 1941. I will show it to you, Mr. Cannon, and I might ask counsel if you are in a position to know that this is a genuine document

(Testimony of James H. Cannon.)

without the witness identifying it. (Handing document to counsel.)

Mr. Cannon: It is one published by him.

Q. (By Mr. Ryan): I will show it to the witness. Those are [73] just copies, Mr. Cannon (handing document to witness.)

A. There is no signature.

Mr. Cannon: On the reverse side there is a signature.

Q. (By Mr. Ryan): On the reverse side (indicating).

A. Yes, we issued quite a group of these things.

Q. This was issued to your employees about the date that the document bears, is that right, May 20, 1941?

A. Well, they were issued over a long period of time. It was made for the purpose of just passing out information from time to time.

Q. I have reference to this particular document that came out.

A. Well, I would have to look at the dates. That is my own handwriting. It is dated May 20, 1941.

Trial Examiner Batten: That would be about the date it was issued, then, is that correct, Mr. Cannon?

The Witness: Yes, that is the date, within a day or so.

Trial Examiner Batten: Approximately?

The Witness: We had to run these through the machine and they might have been delayed 48 hours or something like that.

(Testimony of James H. Cannon.)

Q. (By Mr. Ryan): And copies of that document were issued to the employees and posted on the company's bulletin boards, too, is that right?

A. I don't know about the posting, but we ordinarily passed [74] them—if we had the time card boxes at that time, which I don't recall, we would hand them to them as they went out, and we had a stack of them at the entrance. Some of them would tear them up and throw them in a ditch, and some would take them home.

Mr. Ryan: Mr. Reporter, will you mark this document as Board's Exhibit 6?

(The document referred to was marked as Board's Exhibit No. 6, for identification.) [75]

* * * *

(The document heretofore referred to as Board's Exhibit No. 5, for identification, was received in evidence.)

[Printer's Note:] Board's Exhibit No. 5 is set out in full at page 647 of this printed Record.

Mr. Ryan: I have had marked as Board's Exhibit 6 for identification what reports to be a bulletin to the employees of the Cannon Electric Development Company and Cannon Manufacturing Corporation under date of June 11, 1941, addressed: "Dear folks:" and bearing what appears to be a stamped signature of Mr. James H. Cannon, and I now show it to counsel (handing document to Mr. Cannon).

(Testimony of James H. Cannon.)

The Witness: That might be a mimeograph. It looks like that. The other are multilithed. [76]

Q. (By Mr. Ryan): Mr. Cannon, I show you what has been marked as Board's Exhibit 6 for identification and ask you what that document purports to be (handing document to witness).

A. Yes, without reading the entire text, I would say that is my original all right, on that. That is the Contact Committee which is not functioning.

Q. First of all, Mr. Cannon, was this a bulletin—by "this" I mean Board's Exhibit 6—was this a bulletin which was issued to the employees on or about that date?

A. Yes, it was mimeographed.

Q. And it was delivered to your employees about the time of the date which is on the document, July 11, 1941, is that right? A. Yes.

Mr. Ryan: Mr. Reporter, will you mark this document, please, as Board's Exhibit 7 for identification?

(The document referred to was marked as Board's Exhibit No. 7, for identification.)

Mr. Ryan: I offer this in evidence as Board's Exhibit 6, and there is a copy there. [77]

* * * *

(The document referred to was marked as Board's Exhibit No. 6, and was received in evidence.)

[Printer's Note:] Board's Exhibit No. 6 is set out in full at page 655 of this printed Record.

(Testimony of James H. Cannon.)

Mr. Ryan: I have had marked as Board's Exhibit 7 a document entitled "Plans and Objectives," and I show it to counsel. It has a date of June 3, 1941, on the back (handing document to Mr. Cannon).

Q. (By Mr. Ryan): Mr. Cannon, I show you this document which has been marked for identification as Board's Exhibit 7, and ask you if that is a bulletin, or a copy of a bulletin, which you issued to your employees on or about June 3, 1941 (handing document to witness)?

A. Yes, that is. There is no signature on it, but I don't think there is any question about it.

Mr. Cannon: I can't hear you. Will you keep your voice up?

The Witness: I say there is no signature on it, but I don't question its authenticity with the exception of the marks that have been added.

Q. (By Mr. Ryan): I, of course, am not asking that you [78] acknowledge the red marks and the pencil marks.

A. No, but I would say that is what we issued, because it is made on a multilith and it couldn't be altered without evidence of the alteration. I would say that is authentic, yes.

Mr. Ryan: I offer Board's Exhibit 7 for identification, in evidence as Board's Exhibit 7, and because of the fact that it is marked with pencil, I presume the Trial Examiner will order me to withdraw it and substitute a clean document.

Trial Examiner Batten: I think it would be bet-

(Testimony of James H. Cannon.)

ter, as long as you have to have a copy made, that you have sufficient made, because I prefer to have these without marks on them. I will receive it the same as Board's Exhibits 2 and 3, conditionally, and when the duplicates are offered, I will receive them.

(The document heretofore marked as Board's Exhibit No. 7, for identification, was received in evidence.)

[Printer's Note:] Board's Exhibit No. 7 is set out in full at page 658 of this printed Record.

* * * *

Mr. Ryan: I have had marked for identification as Board's Exhibit 8 a document entitled "Employees" under date [79] of June 8, 1941, and apparently bearing the stamped signature of Mr. James H. Cannon, and I have had marked as Board's Exhibit 9 for identification, a document entitled "Contact Committee Report," under date of June 23, 1941, and on the second page of that document there is apparently what appears to be the stamped signature of James H. Cannon and one of H. L. Caffarel, chairman of the Contact Committee. I will show them to counsel. I might also state with respect to Board's Exhibit 8, for identification, that attached thereto, in addition to being a 2-page document, is a postcard bearing the address and the name of Mr. James H. Cannon, Post Office Box 75, Station A, Los Angeles, California, Mr. Cannon (handing document to Mr. Cannon).

Q. (By Mr. Ryan): I show you Board's Exhibit 8, Mr. Cannon, and ask you whether or not

(Testimony of James H. Cannon.)

that is a document which was issued to the employees with the attached postcard identical to the one that is attached there (handing document to witness.)

A. I would say that was authentic, without reading it clear through. This was an attempted stop gap in the problem we had to face out there with the expanding industry.

Q. I show you Board's Exhibit 9, for identification, and ask you whether or not that 2-page document was issued to the employees and bore your signature and also H. L. Caffarel's signature, stamped signature, under date of June 23, 1941 (handing document to witness). [80]

A. This looks like it has a third page in there that don't connect with the first. This was signed by the employees elected by the group as a whole, thanking them for the appointment, and this one here would appear to be——

Q. The second page?

A. No, this I would say would be a separate—well, I don't know what it is. Let me see.

Q. It would appear to be a joint——

A. There is no second date on it.

Mr. Cannon: So the record will be clear, you are referring to the second page of Exhibit 9 for identification.

The Witness: Caffarel's signature will clear that up. He signed for that group, so that is all right, but it had me puzzled because it had a new heading here and I thought this was some auxiliary

(Testimony of James H. Cannon.)

statement. He is merely thanking the employees for the election of the group which they selected to fulfill the function of a group which we had trying to comply with the rules and regulations.

Q. At the time that thing was issued by him, that letter of thanks, the second page of that document was joined in by you with respect to the management?

A. It is part of it, yes. I didn't read the text there.

Q. And the combined document consisted of 2 pages which was issued to the employees on or about January 23, 1941, isn't that right? [81]

A. And you have a third page on here which is a duplicate.

Q. That is just a copy. A. Yes.

Mr. Ryan: I now offer in evidence Board's Exhibit 9, together with a copy thereof.

Mr. Cannon: Mr. Examiner, I have no objection to its going in now, but I would like to reserve the right on these different exhibits that are now going in and which were in existence prior to the last determination made by the Board, and which I set up in my answer, I would like to reserve a motion to strike at the conclusion of the hearing here.

Trial Examiner Batten: You may reserve that right.

* * * *

(Testimony of James H. Cannon.)

(The document heretofore marked as Board's Exhibit 9, for identification, was received in evidence.) [82]

Q. (By Mr. Ryan): Mr. Cannon, at about the time that this Contact Committee was being formed and the preliminary steps of getting it organized were being taken, do you recall that you received certain communications from the United Electrical Radio & Machine Workers of America about that same period?

A. I know that there was an awful lot of black-guarding bulletins that were issued. I don't recall what correspondence there might have been.

Mr. Ryan: Mr. Reporter, will you please mark this document as Board's Exhibit 10, this as Board's Exhibit 11, and this as 12, and this as 13, all for identification?

(The documents referred to were marked as Board's Exhibits Nos. 10, 11, 12 and 13, for identification.)

Mr. Ryan: I have had marked for identification what purports to be a mimeographed copy of a letter addressed to United Electrical Radio & Machine Workers of America, under date of June 25, 1941, from Cannon Electric Development Company, James H. Cannon, President, as Board's Exhibit 11 for identification; that is, Board's Exhibit 11 for identification purports to be a copy of a letter addressed to Local 1421 of the United Electrical Radio & Machine Workers of America, C.I.O., 5851 Ave-

(Testimony of James H. Cannon.)

lon Boulevard, under date of July 3, 1941, from James H. Cannon.

Board's Exhibit 12 for identification purports to be a [83] copy of a letter addressed to Mr. James H. Cannon, President, Cannon Electric Development Company and Cannon Manufacturing Corporation, under date of July 30, 1941, from William H. Elconin, international field organizer.

Trial Examiner Batten: What date is that?

Mr. Ryan: It is under date of July 30, 1941.

Board's Exhibit 13 for identification purports to be a copy or an original, I believe, of a letter addressed to Mr. William H. Elconin, international field organizer, United Electrical Radio & Machine Workers of America, under date of August 7, 1941, on letterhead stationery of Cannon Electric Development Company, from James H. Cannon, President, Cannon Electric Development Company and Cannon Manufacturing Corporation.

I show all of these documents to counsel (handing documents to Mr. Cannon).

Q. (By Mr. Ryan): Mr. Cannon, I show you what has been marked for identification as Board's Exhibit 10 and what has been marked as Board's Exhibit 11 for identification, Board's Exhibit 12 for identification, and Board's Exhibit 13 for identification, and ask you to examine those (handing documents to witness).

A. That is correct, except for typographical errors which no doubt came about because of our changes in stenographers from time to time, and

(Testimony of James H. Cannon.)

that is occasionally where [84] they sign the name of president under my signature under the Development Company, and when there was no particular import, we let them pass rather than scratch them out.

Trial Examiner Batten: That is a letter that was sent out?

The Witness: Yes, and that is o. k.

Q. (By Mr. Ryan): Was that letter sent to anyone other than to the party to whom it is addressed? Was it, for example, sent to the employees of the company?

A. Undoubtedly, if it is mimeographed. Otherwise, there would be a carbon copy unless something else happened.

Trial Examiner Batten: You will have to speak louder.

The Witness: Being mimeographed, it was undoubtedly sent to the employees, also. Otherwise, it would be a carbon copy.

Q. (By Mr. Ryan): You are referring, of course, to Board's Exhibit 10 for identification, that is the first one you were looking at when you were making the statement.

A. Yes, that is right. That is a duplicate of it there. This is all right. I was replying to the published letter of theirs that they sent out, also, broadcast in their Exhibit 11. [85]

* * * *

The Witness: 10 was possibly a reply to a letter,

(Testimony of James H. Cannon.)

but 11 was in reply to one that may have been a letter supplement.

Q. (By Mr. Ryan): Mr. Cannon, looking at Board's Exhibit 11 for identification——

A. I wouldn't have used a published letter otherwise. That must have been a bulletin distributed.

Q. In addition, it was sent to Local 1421 by you, is that correct, on or about the date it bears?

A. That should be it, yes.

Q. Would you also say that it was distributed to your employees?

A. Undoubtedly, or it wouldn't be mimeographed.

Q. With respect to Board's Exhibit 12 for identification, did you receive the original of that letter from William Elconin of the United Electrical Radio & Machine Workers of America about the date that it bears, July 30, 1941?

A. Undoubtedly, but this letter contained a misstatement of facts.

Trial Examiner Batten: The question is, did you receive the letter, irrespective of the contents? Do you recall receiving it, Mr. Cannon?

The Witness: I wouldn't doubt it, but I don't remember. There was too much detail at that time for me to remember everything. [86]

Q. (By Mr. Ryan): When you read the letter following that, perhaps it will indicate to you—Excuse me a minute. You notice in the letter following that, or at least what purports to be a mimeographed copy of a letter prepared by you, you refer

(Testimony of James H. Cannon.)

to a letter of July 30, 1941, and the previous letter is dated July 30th.

A. That is the reason I didn't question that letter. I undoubtedly had it.

Q. Looking at them both together, is it your recollection now, and I refer now to Board's Exhibits 12 and 13, that you received Board's Exhibit 12 and wrote Board's Exhibit 13?

A. That clears the point. It was themselves that made representation of having a majority——

Trial Examiner Batten: —The question now is——

The Witness: Those letters were the ones.

Trial Examiner Batten: Those are the letters?

The Witness: Yes.

Mr. Ryan: I offer Board's Exhibits 10 through 13 in evidence, and 10 has a copy attached to it. The others do not, but I will get them.

Trial Examiner Batten: 10 will be received as an original and a duplicate. 11, 12 and 13 will be conditionally received upon receipt of the duplicates.

(The documents heretofore marked as Board's Exhibits Nos. 10, 11, 12 and 13, for identification, were received in evidence.) [87]

[Printer's Note:] Board's Exhibits 10 and 11 are set out in full at pages 663 and 665 of this printed Record.

* * * *

Mr. Ryan: Mr. Reporter, will you please mark

(Testimony of James H. Cannon.)

this document for identification as Board's Exhibit No. 15.

(The document referred to was marked as Board's Exhibit No. 15, for identification.)

Mr. Ryan: I have had marked as Board's Exhibit 15 for identification what purports to be a bulletin to the employees of Cannon Electric Development Company and Cannon Manufacturing [92] Corporation, bearing what appears to be the stamped signature of James H. Cannon, and which appears to be a mimeographed document.

The Witness: It is multilithed.

Mr. Ryan: Multilithed?

Mr. Cannon: It is undated.

Q. (By Mr. Ryan): Mr. *Ryan*, I show you Board's Exhibit 15 for identification and ask you if that is a bulletin which you issued to your employees?

A. This is one they didn't date, apparently.

Q. I notice that a copy of it, which is attached to it there, and looking at the copy of it now, there appears on the back of it the date of July 8, 1941.

A. I see that date appearing there is written by someone who had the photostate made, apparently because it was not on the original, but I don't know as it would involve anything as far as the authenticity. It is just a matter of time. That is all right. That is my signature.

Q. Was that bulletin by you issued to your employees?

A. Yes, but I can't verify the date. Although it

(Testimony of James H. Cannon.)

is inked in July 8, 1941, that is written by someone else and applying to a portion, apparently.

Q. Apart from that, do you have any recollection as to the approximate time that you issued that to your employees?

A. I would have no way of connecting it in my memory, no, [93] but it is authentic, whenever it was issued.

Q. Would it have been issued sometime, would you say between January, 1941, and January, 1942, would you fix it in that period, as being within that year?

A. That is near enough, I think so, for practical purposes. It was possibly toward the middle of the year sometime, about the date indicated here. I think whoever received that wrote the date on it.

Q. For photostatic purposes?

A. So that would be within a short time of the time they received it. Is this a duplicate?

Q. These are all copies.

A. One is the front and back of the original and the other is a photostat.

Mr. Ryan: I offer Board's Exhibit 15 for identification, in evidence as Board's Exhibit 15. There are several copies attached there. I hope we can find two of them that are unmarked.

Trial Examiner Batten: Mr. Reporter, will you mark this page and the photostat, the photostat as the duplicate, and Board's Exhibit 15 will be received, there being a duplicate there or a photostat.

(Testimony of James H. Cannon.)

(The document heretofore marked as Board's Exhibit No. 15, for identification, was received in evidence.)

[Printer's Note:] Board's Exhibit No. 15 is set out in full at page 667 of this printed Record.

Q. (By Mr. Ryan): Mr. Cannon, in connection with this [94] Contact Committee that we have mentioned heretofore in your testimony, that organization or committee representation plan, whatever you want to call it, I am referring to the employees contact, the Contact Committee was set up in your plant among the employees to be a medium for the handling of problems dealing with the working conditions and grievances of the employees?

A. That would require some explanation in this way. Our crew had enormously expanded and I took the stand that I was not going to import foremen who were skilled, which I could have done in the early part of the game, before Pearl Harbor, because it would break down the morale of my own men, so I employed them as foremen and they multiplied their own incapacity by the number of people working under them, and there were also some personalities involved in the shop and some abuses that were bound to occur, so this was a stop gap to try and give the employees representation. I would like to ask a question of Herb Caffarel, if that committee ever got functioning.

Trial Examiner Batten: The question to you, Mr. Cannon, is who had the committee and what

(Testimony of James H. Cannon.)

was the committee supposed to do? That is the question. What was their purpose?

The Witness: It was supposed to do what the new Labor Act provided in the way of grievance representation and contact with the management. It was principally grievance and [95] any other troubles they might have.

Q. (By Mr. Ryan): Pertaining to working conditions of the employees in the plants?

A. Working conditions and to correct abuses, and we have shown very predominant leadership in ideal surroundings out in our plant. [96]

Trial Examiner Batten: Mr. Cannon, would it be a fair statement to say, generally speaking, the committee was to represent the employees to the management in any matters concerning their working conditions and grievances?

The Witness: That is right, because they were elected by the employees themselves.

Trial Examiner Batten: So would that be a fair statement?

The Witness: Gentlemen, that is all it was supposed to do, and that was something that we needed bad.

* * * *

Q. (By Mr. Ryan): In about September, 1941, an election was held by the National Labor Relations Board among the employees in your plant, is that correct, to determine the bargaining agent?

A. Yes, brought about by an outlaw strike.

(Testimony of James H. Cannon.)

Q. First of all you had a strike, is that it, a week or so before the election? [97]

A. I don't recall the time element, but it was shortly before.

Q. That strike lasted about one day, did it?

A. One shift.

Q. And then an election by the National Labor Relations Board was held with the United Electrical, Radio and Machine Workers on the ballot and Cannon Employees Association on the ballot, is that correct?

A. And no union.

Q. And no union on the ballot?

A. That's right.

Q. There was a choice between the two or no union? A. That's right.

Q. And as a result of the election a majority of the votes were cast for the Employees Association, the Cannon Employees Association?

A. That is right.

Q. Thereafter the company within a matter of a couple of months or so entered into a contract with the Cannon Employees Association, is that right? A. Yes.

Q. Covering hours and wages?

A. I don't recall the exact time element, but as soon as they were certified by the National Labor Relations Board. It was held up for a period. [98]

Q. Yes.

A. Brant agreed that that vote would be final

(Testimony of James H. Cannon.)

and that he appealed it to the courts, and the courts confirmed it, and that we sign a contract.

Q. Anyway, within a matter of a couple of months or so after the election was held, a contractual relationship began between the Cannon Employees Association and the Cannon Manufacturing Corporation, is that right? A. That's right.

Q. And that was a written contract?

A. A written contract.

Q. And that contractual relationship continued, then, thereafter, isn't that right, continuously for succeeding years, I mean from the fall of 1941 through 1942?

A. There were some amendments made from time to time in regard to adjustments, such as wages and the like, and then it was contested by the C.I.O. a second time, which I paid no attention to as purely a scrap between the C.E.A. and the C.I.O., and the C.I.O. got beat worse the second time than they did the first.

Trial Examiner Batten: What do you mean there was a fight, do you mean in court?

The Witness: No.

Trial Examiner Batten: There was another election?

The Witness: The Labor Board authorized another election. [99] That is the reason why I don't know why we are up here. They have done it twice and the courts confirmed it the first time. [100]

* * * *

Trial Examiner Batten: In this first contract,

(Testimony of James H. Cannon.)

was there a closed shop or maintenance of membership, or anything like that?

The Witness: There was a closed shop.

Trial Examiner Batten: Your first contracts with the C.E.A.?

The Witness: Because it was the employees' self-elected government and no funds went outside and the dues were limited to one dollar.

Trial Examiner Batten: But it required that your employees become members of it, is that right?

The Witness: Yes, after a probationary period. As I stated, we did not deduct any dues except where we had individual signatures to do so, and they had to collect anything other than that.

Mr. Ryan: Mr. Reporter, will you please mark this document as Board's Exhibit 17, for identification, and this one as Board's Exhibit 18, for identification.

(Thereupon, the documents referred to were marked Board's Exhibit Nos. 17 and 18, for identification.)

Mr. Ryan: I have had marked as Board's Exhibit 17, for identification, what purports to be a copy of a letter addressed [104] to Mr. James H. Cannon, Cannon Electric Development Company, under date of April 24, 1942, from Harry Bridges, Regional Director for the State of California, C.I.O., and as Board's Exhibit 18, for identification. I have had marked what purports to be a letter addressed to Mr. Harry Bridges, Regional Director

(Testimony of James H. Cannon.)

for the State of California, C.I.O., under date of May 8, 1942, from James H. Cannon, President, Cannon Manufacturing Corporation. I show them to counsel.

(Handing documents to Mr. Cannon.)

Q. (By Mr. Ryan): Mr. Cannon, I show you what has been marked Board's Exhibit 17, for identification, and ask you if you can identify that document as a copy of a letter received from Mr. Harry Bridges, of the C.I.O. (handing document to witness.)?

A. What did he enclose there? Have you a record of that? (

Q. No. I have not. I also will submit to you, for your examinatoon, Board's Exhibit 18, for identification, to be considered in conjunction therewith (handing document to the witness).

A. Yes, that is undoubtedly my letter, that is the one received from Bridges and this one represents a reply thereto.

Q. In other words, Board's Exhibit 17, for identification, is a copy of a letter you received from Bridges, and Board's Exhibit 18, for identification, is your reply thereto?

A. Yes. I don't personally remember the wording of his [105] letter but I would take that to be the one that I replied to.

Q. And the letter which you sent to him, which is marked Board's Exhibit 18, for identification,

(Testimony of James H. Cannon.)

appears to be one of those—what do you call that process by which you duplicate them?

A. Multilith.

Q. So it is a multilith copy of the letter that you sent to Bridges, is that right? A. Yes.

Q. And the letter was sent to Bridges on or about the date it bears?

A. Yes, that would be within a day or so of the time it went out.

Q. Is it also true that your employees were supplied with copies of the letter?

A. That it right.

Mr. Ryan: I offer Board's Exhibit 17 and 18, for identification, in evidence as Board's Exhibit 17 and 18. [106]

* * * *

(Thereupon, the documents heretofore marked Board's Exhibits Nos. 17 and 18, for identification, were received in evidence.)

[Printer's Note:] Board's Exhibit No. 18 is set out in full at page 671 of this printed Record.

Mr. Ryan: Mr. Reporter, will you please mark these documents as Board's Exhibits 19, 20, 21, 22, and 23, for identification.

(Thereupon, the documents referred to were marked Board's Exhibits Nos. 19, 20, 21, 22 and 23, for identification.)

Mr. Ryan: I have had marked as Board's Exhibit 19, for identification, what purports to be a

(Testimony of James H. Cannon.)

copy of a bulletin addressed to the employees of Cannon Electric Development Company and Cannon Manufacturing Corporation under date of May 29, 1942, from Jim Cannon; and as Board's Exhibit 20, for identification, what purports to be a bulletin or message to the employees of Cannon Electric Development Company and Cannon Manufacturing Corporation under date of June 10, 1942, from Jim Cannon—when I say Jim Cannon, I am not speaking familiarly at all, but that is the way it is worded here.

The Witness: That is all right. That is what the gang calls me.

Mr. Ryan: Board's Exhibit 21, for identification, is a bulletin to the employees from Jim Cannon under date of June 19. As Board's Exhibit 22, for identification, I have had marked a bulletin to the employees of Cannon Manufacturing Corporation and Cannon Electric Development Company under date of November 3, 1942, from Jim Cannon—I might say that [108] consists of four bulletins really, there are four pages to it, all issued at the same time. I show these to counsel.

Trial Examiner Batten: What about 23?

Mr. Ryan: Board's Exhibit 23 is also a bulletin addressed to the employees from James H. Cannon under date of November 11, 1942.

(Presenting documents to Mr. Cannon.)

Q. (By Mr. Ryan): Mr. Cannon, I show you what has been marked for identification as Board's Exhibit 20, and ask you whether or not that is a

(Testimony of James H. Cannon.)

bulletin issued to your employees on or about June 10, 1942? A. It is authentic, yes.

Q. It is a document which you issued to your employees on or about that date?

A. Undoubtedly, yes.

Q. I show you Board's Exhibit 19, for identification, and ask you if that is a bulletin, copies of which you issued to your employees, on or about the date it bears, May 29, 1942?

A. Yes, I recall that very distinctly.

Q. And Board's Exhibit 21, for identification, do you identify that as a bulletin which you issued to your employees on or about the date it bears, June 19, 1942? A. Yes.

Q. Board's Exhibit 22, for identification, I show that to you and ask you whether or not that is a bulletin, copies of [109] which were issued to your employees on or about the date the document bears, that is, November 3, 1942 (handing document to witness)? A. Yes, that is mine.

Q. I show you Board's Exhibit 23, for identification, and ask you whether or not copies of that—

A. Pardon me just a second. There is another document here.

Q. With respect to Board's Exhibit 22, it consists of four bulletins—

A. This is a copy of one of those others, isn't it? They are mixed up there.

Q. I should like to point out that Board's Exhibit 22 consists of a bulletin addressed to "Dear Gang" signed Jim Cannon, under date of November 3, 1942, and attached thereto is a bulletin dated May 12, 1942,

(Testimony of James H. Cannon.)

and under the date the words "Reprinted 11/3/42", and also attached thereto is a bulletin dated May 29, 1942, and underneath that date the words "Reprinted 11/3/42", and also attached is a bulletin dated June 19, 1942, and underneath the date the words "Reprinted 11/3/42", so I ask you, Mr. Cannon, if at the time you issued the bulletin dated November 3, 1942, Board's Exhibit 22, for identification, you reissued the bulletins which are attached thereto, reprinted them and reissued them?

A. I undoubtedly did, what that reissue date. I don't recall what the demand was for that. A lot of the employees hadn't received them, apparently, and we made a reissue, and according to the date, I would assume I sent them out with this bulletin.

Trial Examiner Batten: Does the document which is marked Board's Exhibit 22 refer to these other documents?

The Witness: I didn't read the full text.

Trial Examiner Batten: Do you know, Mr. Ryan?

Mr. Ryan: I don't recall offhand, but, as I understand it, they were all issued together.

The Witness: No, I don't think it does, sir. I think these were reissues that were asked for, and I merely attached them to this, which is apparently a self-contained communication. It doesn't refer to the others. That was a fill-in for a shift or something that didn't get them. I cannot say what went with that, but they were issued at the same date, apparently.

Q. (By Mr. Ryan): They were issued on the same date?

(Testimony of James H. Cannon.)

A. Yes. There might have been a day or so difference there.

Mr. Ryan: I offer in evidence Board's Exhibits 19 through 23, for identification, in evidence as Board's Exhibit 19 through 23.

Mr. Cannon: No objection.

* * * *

[111]

Trial Examiner Batten: Board's Exhibits 19 through 23 will be received conditionally, then.

(Thereupon, the documents heretofore marked Board's Exhibits Nos. 19 through 23, for identification, were received in evidence.)

[Printer's Note:] Board's Exhibits Nos. 19, 22, 23 are set out in full at pages 674, 678, 683 of this printed Record.

* * * *

Q. (By Mr. Ryan): Mr. Cannon, after the first contract was entered into with the Cannon Employees' Association and the contract was in effect, it continued in effect, did it not, until some time in the early part of 1943 when a new contract was executed? [112]

A. That contract was rewritten, but as I recall it, the other one had a continuance clause like the A. F. of L. contract, that it carried until it was replaced, or until it was revoked by either party on a thirty-days' notice.

Q. In the fall of 1942, which was about a year after the first National Labor Relations Board election, the C.I.O., United Electrical, Radio and Machine Workers of America, filed a petition again with

(Testimony of James H. Cannon.)

the Labor Board for certification, did it not?

A. That was the election I paid little or no attention to. I heard that it was pending, and I figured it was just a fight between the two organizations.

Q. Well, do you recall, though, Mr. Cannon, that that was a fact, that the petition was filed?

Mr. Cannon: I will so stipulate.

Mr. Ryan: You will so stipulate, Mr. Cannon?

Mr. Cannon: Yes.

Trial Examiner Batten: When was it filed?

Mr. Cannon: The latter part of 1942.

Mr. Ryan: I will give you the exact date. It was filed on September 1, 1942, according to the file.

Mr. Cannon: I will take that statement.

Mr. Ryan: And a hearing was held on that petition within a few months thereafter.

The Witness: The companies had nothing to do with that. [113]

That, as I understand it, was just a dispute between the two unions.

Trial Examiner Batten: The question is, do you know, Mr. Cannon, whether there was a hearing?

The Witness: No, I don't, but I might have been out of the city at the time.

Mr. Ryan: Will you stipulate, counsel, that a hearing was held and that the Board issued a direction of election?

Mr. Cannon: That is in Case No. R-4601?

Mr. Ryan: Yes.

Mr. Cannon: And the statement of the case is dated December 31, 1942.

Mr. Ryan: That is correct.

(Testimony of James H. Cannon.)

Mr. Cannon: I will so stipulate.

Mr. Ryan: And pursuant to that direction of election, an election was held on January 25, 1943. Will you stipulate to that?

Mr. Cannon: January 25, 1943, I will so stipulate.

Mr. Ryan: Between the Cannon Employees' Association and the United Electrical, Radio and Machine Workers, C.I.O., and no union. There was a choice between those two unions and no union, and the majority of votes in that election were cast for the Cannon Employees' Association.

The Witness: Yes.

Mr. Cannon: Yes. I will so stipulate, and stipulate [114] that the supplemental decision and certification of representatives issued in that case, No. R-4601, was dated April 12, 1943.

Mr. Ryan: So stipulated.

Q. (By Mr. Ryan): Now, thereafter, after that second election which we have just mentioned, and the certification which we have just mentioned, also, the company executed another contract with the Cannon Employees' Association, is that correct?

A. The second contract was signed and had some changes.

* * * *

Trial Examiner Batten: Mr. Ryan, in the consent election—if you don't have the information now, we will look it up—in the consent election or the election of January 25th, were objections filed to the election?

Mr. Ryan: Yes.

* * * *

[115]

Q. (By Mr. Ryan): The second contract which

(Testimony of James H. Cannon.)

was entered into with the C.E.A. and your companies, Mr. Cannon, was also a closed shop contract?

A. That's right.

Q. With the check-off of dues, is that correct?

A. Yes.

Q. That contract remained in effect thereafter until how long, do you know, or is it still in effect?

A. I think there was only the two contracts. No, it is not in effect now, because the C.E.A. disincorporated and they are [116] now non-existent.

Q. When did that occur?

A. I would say a couple of weeks before they signed up with the M.E.S.A.

Q. That is the Mechanics Educational Society of America?

A. Yes.

Q. During the time of the Cannon Employees' Association contract, the second contract, during its period you had check-off for the dues, and you turned over the checked off dues?

A. No, sir, not unless we had written authorization.

Q. You turned over such dues as were checked off to the Cannon Employees' Association?

A. Yes, to the C.E.A.

Trial Examiner Batten: Was that a closed shop contract?

The Witness: Yes.

* * * *

[117]

ASA S. WILCOX,

a witness called by and on behalf of the Board, being first duly sworn, was examined and testified as follows:

* * * *

[119]

Q. What is your occupation?

A. Personnel director, Cannon Manufacturing Corporation.

Q. And approximately how long have you held that position? A. Approximately three years.

Q. What, briefly, are some of your duties as personnel director?

A. Supervision of employment, personnel records, handling of labor relations to some degree, grievance committee, and I keep a control over wages, keep control of wages, transfers, promotions, demotions, and so forth. The employee functions, such as, well, services, I should say all employee services. That covers the field generally. Employee services, employment, wage schedules, and labor relations.

Q. Are the employees generally hired through your office, your personnel office? A. Yes.

Q. And when the employment of an employee is terminated, is the termination of such employee handled through your office, too? A. Yes.

* * * *

[120]

Q. Mr. Wilcox, would you briefly outline for us the supervisory system in the plant, beginning with the highest supervision in the plant and going through the various grades until you get to the lowest grade of supervision in the plant?

A. Yes. Speaking for the Manufacturing Corporation, Mr. James H. Cannon is president, Mr.

(Testimony of Asa S. Wilcox.)

Robert Cannon is vice-president and general manager, Mr. Henry Hawkinson is general superintendent.

Q. Is that spelled H-a-w-k-i-n-s-o-n?

A. Yes, H-a-w-k-i-n-s-o-n. Mr. Henry Hintenmeyer is day superintendent and Mr. Edward Bennett is swing-shift superintendent, and Mr. John Hogan is superintendent of Plant 1. The three superintendents, that is, Mr. Hintenmeyer, and Hogan, and Bennett, are under Mr. Hawkinson as general superintendent. [121]

Following them are the general foremen, and then the second and third shift foremen.

Q. How many general foremen do you have?

A. About 20, approximately.

Q. Twenty general foremen. And what is the geographic scope of the area that is supervised by each general foreman?

A. The general foremen, each one has supervisory powers over his one department which he is assigned to. For instance, the assembly department has a general foreman, the finished castings department has a general foreman, and so forth.

Q. I take it when you say there are about 20 general foremen, then that means you have about 20 departments, is that right?

A. Yes, production departments.

Q. Now, the next grade of supervision lower in authority than the general foremen would be what?

A. Leadmen.

Trial Examiner Batten: How about your shift foremen?

(Testimony of Asa S. Wilcox.)

The Witness: The shift foremen—

Trial Examiner Batten: Are they considered to be general foremen?

The Witness: Yes, that's right, they rank under the day shift or so-called general foremen.

Trial Examiner Batten: But you have 20 general foremen. [122] Does that include the shift foremen, the 20?

The Witness: No, it does not.

Trial Examiner Batten: Then, before you get to leadmen, you have shift foremen, don't you?

The Witness: That's right. There are six shift foremen at the present time.

Q. (By Mr. Ryan): Are they lower in the scale of supervisory authority than the general foremen?

A. As far as labor relations, they have practically the same powers as the general foremen, day foremen, yes.

* * * *

[123]

Q. Does each of your departments have approximately the same number of employees?

A. No.

Q. Or are some departments large departments and others small departments?

A. It varies considerably, yes.

Q. What would you say would be the approximate size of the largest department you have?

A. Oh, 150 people.

Q. 150 employees? A. Yes.

Q. What would be the approximate number of employees in the smallest department?

A. Perhaps five.

(Testimony of Asa S. Wilcox.)

Trial Examiner Batten: Pardon me, Mr. Ryan. In these departments where you have leadmen, they work under either the general foreman or the shift foreman, is that it?

The Witness: Yes, sir.

Trial Examiner Batten: Do you have any leadmen in the plant at all who work under the superintendent?

The Witness: No. They wouldn't be called leadmen there.

Trial Examiner Batten: That is, even on your second and third shifts, there is always, is there, a general foreman or [128] a shift foreman present?

The Witness: Either a shift foreman or department head, so-called.

Trial Examiner Batten: What do you mean by a department head?

The Witness: Well, a foreman, if it is the type of department that is not production, or not in the shop, you might call him a department head.

Trial Examiner Batten: You do have some men you call department heads?

The Witness: Yes. They are in the offices or in those departments where we don't function on production.

Trial Examiner Batten: How about your maintenance, is that under a department head?

The Witness: That is a foreman.

Trial Examiner Batten: Are your department heads limited entirely, then, to the office?

The Witness: Almost entirely, yes.

(Testimony of Asa S. Wilcox.)

Trial Examiner Batten: Office and engineering employees?

The Witness: That is right.

* * * *

[129]

Q. (By Mr. Ryan): Mr. Wilcox, prior to the taking over of the position of manager of the cafeteria by Mr. Palsma, there was a man named Cal Cannon who was the manager of the cafeteria?

A. Yes.

Q. When was he manager?

A. He was manager up to January 1, 1945.

Q. How long had he been manager of the cafeteria?

A. He was manager of the cafeteria starting with its inception.

Q. And about when was that?

A. I believe it was in January, 1942, but I am not absolutely sure at the moment.

Q. And that name "Cal" was—

A. His name was really Edward.

Q. Edward C. Cannon? A. Yes.

Q. Do you know whether or not he was a relative of the Cannons who are owners of the company?

A. Well, he was a son of Mr. David H. Cannon.

Mr. Cannon: I will explain that, if you like. Edward C. Cannon is my son, the son of David H. Cannon, and I am a half cousin of James H. Cannon, and a quarter cousin, I guess [140] you would call me, of Robert Cannon.

Q. (By Mr. Ryan): Mr. Wilcox, just where is the cafeteria located in the plant?

(Testimony of Asa S. Wilcox.)

A. The cafeteria is located at the south end of the plant.

Trial Examiner Batten: Plant 1 or Plant 2?

The Witness: It is at the south end of Plant 2. It is in a separate building.

Q. (By Mr. Ryan): It is a separate building?

A. Yes.

Q. But it is right on the property with the second plant, isn't it? A. Yes, it is on the property.

Q. About how far do employees have to go from the main part of Plant 2 to get into the cafeteria?

A. From the end of the plant it is just across the hall, you might say, it is just a few steps.

* * * *

[141]

JAMES H. CANNON,

a witness recalled by and on behalf of the National Labor Relations Board, having been previously duly sworn, was examined and testified further as follows:

Direct Examination [147]

* * * *

Q. (By Mr. Ryan): Mr. Cannon, I show you Board's Exhibit 27 for identification and ask you whether or not it was prepared and issued to your employees by you.

A. Yes, that is right; it is undated.

Q. There appears to be no date on it, and I was wondering if you could tell from the contents approximately when you prepared it. [150]

A. I have no way of knowing. Unfortunately, these were written, dated and signed, and they

(Testimony of James H. Cannon.)

omitted the date when they ran them through the machine, when they made the copy of the photographing. That accounts for the off date. They placed my signature on the copy of the photograph after I dictated the letter. We were in a hurry to get them out. I couldn't verify the date on that.

* * * *

Q. For the purpose of this hearing could you tell us now whether or not that was issued sometime during the period from January, 1941, up to the present time, sometime during those years?

A. Oh, yes, it would be in that interval.

Q. It would be in that interval? A. Yes.

Mr. Ryan: I offer Board's Exhibit 27 for identification in evidence. [151]

Trial Examiner Batten: I think they are all right. Board's Exhibit 27 for identification will be received. There is a photostat of it.

(Thereupon, the document heretofore marked as Board's Exhibit 27, for identification, was received in evidence.)

[Printer's Note:] Board's Exhibit No. 27 is set out in full at page 687 of this printed Record.

Q. (By Mr. Ryan): Mr. Cannon, yesterday, if you recall, I believe I asked you about whether or not you had a contract with the I.A.M. in 1938, if you executed one in 1938 some time. I believe you stated that you recalled such. Is that correct?

A. We had a verbal agreement with the Electrical Division in '37, I think it was.

(Testimony of James H. Cannon.)

Q. But the I.A.M., International Association of Machinists, in 1938——

A. I would assume that would be the natural reference to the contract.

Q. With respect to either of those agreements you had with [152] the Electrical Workers, the International Brotherhood of Electrical Workers in 1937, or the International Association of Machinists in 1938, were either of them a closed shop contract?

A. No, not that I recall, because I claimed I would never sign a closed shop contract where there was an outside affiliation.

Q. You mean where the union with whom you were dealing in the shop was affiliated with some parent body outside?

A. Some outside institution that might impose things against the wishes of the union involved.

Mr. Ryan: Miss Reporter, will you please mark this document as Board's Exhibit next in order?

(Thereupon, the document referred to was marked as Board's Exhibit 28, for identification.) [153]

* * * *

Mr. Ryan: I have had marked as Board's Exhibit 28 for identification a document entitled "Agreement," the first paragraph thereof indicating as follows, "This agreement, made and entered into this 24th day of October, 1944, by and between the Cannon Manufacturing Corporation, a corporation, and Cannon Electric Development Company, a sole proprietorship, first party, hereinafter called

(Testimony of James H. Cannon.)

'employer' or 'company'—and the Cannon Employees Association." I will show it to counsel. [154]

* * * *

Q. (By Mr. Ryan): I show you Board's Exhibit 28 and ask you to look at it and tell us if you can whether it is a true and correct copy of the original contract entered into with the Cannon Employees Association and your company?

A. This is, of course, '41. That was more in accordance with my memory, when we were discussing '42 there. I assume this purports to be the first contract.

Q. The first contract.

A. I couldn't verify its contents because the lawyer that wrote it didn't know what was in it in one or two cases and [155] got us into trouble.

Q. From your examination of it, does it appear to be a copy of the original contract?

A. Well, if it was submitted to the Labor Board I would take it it was. Otherwise, I would have some doubt whether it was rewritten and changed before signing. In view of the receiving stamp it would indicate it is an authentic copy.

Trial Examiner Batten: Of course, it would be subject to comparison if you find the signed copy.

Mr. Cannon: Yes. I will stipulate with counsel right now we will endeavor to find it; they will; they will endeavor to find the original and a copy. And if it develops that the original, as signed, is different in any particular from this copy submitted by the C.E.A. the corrections can be made.

(Testimony of James H. Cannon.)

Mr. Ryan: I will agree.

Trial Examiner Batten: You call it to my attention in the record.

Mr. Cannon: Yes, we will do that.

Trial Examiner Batten: Are you offering it, Mr. Ryan?

Mr. Ryan: I offer it in evidence, subject to that.

Trial Examiner Batten: With that understanding it will be received.

(Thereupon, the document heretofore marked as Board's Exhibit 28, for identification, was received in evidence.) [156]

* * * *

Mr. Ryan: I am sorry, I do too have another contract [157] here. Miss Reporter, will you please mark this document as Board's Exhibit next in order?

(Thereupon, the document referred to was marked as Board's Exhibit 29, for identification.)

Mr. Ryan: I have had marked as Board's Exhibit 29 for identification what purports to be an agreement between Cannon Manufacturing Corporation and Cannon Electric Development Company and the Cannon Employees' Association, effective date May 5, 1943. The document is in booklet form.

Mr. Cannon: No objection.

Mr. Ryan: Can we stipulate, I wonder, that this is the second contract which was executed?

(Testimony of James H. Cannon.)

Mr. Cannon: We will so stipulate. That is correct, isn't it, Mr. Wilcox?

Mr. Wilcox: Yes.

Mr. Ryan: In view of that stipulation I offer the document in evidence as Board's Exhibit 29.

* * * *

Trial Examiner Batten: If you want to keep it in your file, Mr. Wilcox has an extra one. The exhibit will be received in evidence.

(Thereupon, the document heretofore marked as Board's Exhibit 29, for identification, was received in evidence.) [159]

* * * *

ALVIN L. GEORGE,
a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

* * * *

Q. Were you ever employed by Cannon Manufacturing Corporation? A. I was. [167]

Q. Or Cannon Electric Development Company?

Trial Examiner Batten: Just a moment. What did you say your middle initial is?

The Witness: L.

Trial Examiner Batten: I notice in the complaint it is simply listed as Alvin George. I don't assume there is any objection to amending the complaint to read Alvin L. George?

Mr. Cannon: No.

(Testimony of Alvin L. George.)

Q. (By Mr. Ryan): When did you begin work for that organization?

A. I believe it was March of 1938.

Mr. Cannon: May I have him say which one he was working for?

Trial Examiner Batten: Yes.

Q. (By Mr. Ryan): Do you understand which one you were working for?

A. Well, I began working for the Cannon Electrical Development Company, I suppose. I ended up working for the Corporation. I never knew when the change was made. [168]

* * * *

Trial Examiner Batten: Well, I think it is rather clear the witness doesn't know.

The Witness: When we went into the new building it was the Manufacturing Corporation.

Q. (By Mr. Ryan): What plant did you work in?

The Witness: I worked in both plants, No. 1 and No. 2.

Q. Did you work in them interchangeably and then were transferred from one to the other?

A. I worked in one a while and when the new building was put up we moved over.

Q. Then you moved over? A. Yes.

Q. Did you state when you began working for the company?

A. March, '38, I think it was. [169]

Q. In what capacity were you first employed?

A. I was employed as a carpenter's helper.

(Testimony of Alvin L. George.)

Q. Where did you perform your work as a carpenter's helper?

A. Well, at that particular time Mr. Cannon was building a boat and I was employed to help the carpenter build the boat.

Q. Was that built there at the plant?

A. Yes, right at the plant.

Q. Plant 1 or plant 2?

A. Plant 1. There was no plant 2 at that time.

Q. How long did you continue in the job as carpenter's helper, approximately?

A. Well, I suppose I was a carpenter's helper for about six weeks, and then I did the carpenter work myself. The carpenter was released and I did the work from then on.

Trial Examiner Batten: Did your pay change or did you receive the same pay?

The Witness: I received the same pay.

Trial Examiner Batten: Were you hired as a carpenter's helper?

The Witness: That is right.

Trial Examiner Batten: And then you continued as a carpenter's helper and received the same pay until what time? I presume that is the question.

The Witness: Well, I was never notified I was reclassified or anything else, other than carpenter's helper, [170] when I went on machines a year later.

Q. (By Mr. Ryan): While you were doing this carpenter work, who was your superior?

A. Mr. Raymond Cromwell.

Q. Raymond Cromwell? A. That is right.

(Testimony of Alvin L. George.)

Q. What was his title?

A. Well, when I first went to work he was working in the stock room, and then about a month or six weeks later he was made plant superintendent.

Trial Examiner Batten: What was his name?

The Witness: Raymond Cromwell.

Q. (By Mr. Ryan): Now, after you had been working at carpenter work for about six weeks, what happened?

A. I was put inside the plant to work under Cromwell directly.

Q. Which plant were you put inside of?

A. No. 1.

Q. Plant 1? A. Yes.

Q. At that time plant 2 had not yet begun to function; is that right? A. No.

Q. What duties were you assigned to in the plant when you were transferred? [171]

A. I was doing carpenter work directly under Cromwell.

Q. How long did you continue on that job?

A. I would say for approximately a year or a year and a half.

Q. Now, at the time you were transferred into the shop to work inside, did that coincide with Mr. Cromwell's taking over the job of plant superintendent?

A. Yes, we went in both together, both the same day.

Q. While you were in the shop, was Cromwell your superintendent?

(Testimony of Alvin L. George.)

A. That is right. I worked directly under him.

Q. Did you take your orders directly from Mr. Cromwell? A. That is right.

Q. Now, while you were there and during the early part of your employment with the company, did the International Association of Machinists do any organizing among the employees, to your knowledge?

A. Yes, they were organizing when I first went to work there.

Q. The early part of 1938? A. Yes, sir.

Q. Now, did you have a conversation with Mr. Cromwell shortly after you had gone to work inside the shop relative to the organizational efforts of the A.F.L.?

Mr. Cannon: I object to that as calling for hearsay.

Trial Examiner Batten: You may tell us. The question is did you have a conversation with him.

The Witness: I had a conversation with him, yes, about a meeting.

Q. (By Mr. Ryan): Can you tell us approximately how long you had been working inside in the plant at the time of that conversation with Cromwell?

A. It must have been during the first three months I was inside the plant.

* * * *

Q. (By Mr. Ryan): Where did the conversation take place?

A. Well, I was working in the sheet metal de-

(Testimony of Alvin L. George.)

partment at that time. There wasn't anyone that was working in that department. We worked in and out whenever we needed sheet metals. And Mr. Cromwell came over to me one day and asked me—

Mr. Cannon: May I have a running objection to this being hearsay?

Trial Examiner Batten: Yes, you may.

Q. (By Mr. Ryan): When Mr. Cromwell came over to you on that occasion, was anyone else present? A. No.

Q. Just you and he? [173] A. Yes.

Q. Will you relate the conversation?

A. He asked me if I was going to the union meeting that night. I told him no, that I didn't care anything about it.

He asked me to go, he said I ought to go and find out what was going on, get in with the rest of the boys.

Q. Did you go to the meeting that night?

A. I did.

Q. Where did it take place?

A. At the Labor Temple, A.F.L. Labor Temple.

Q. Were there other employees of the company that you recognized at that meeting?

A. Oh, yes, there was practically the whole shop.

Trial Examiner Batten: Well, now, just a moment. You say practically the whole shop.

The Witness: I mean the employees.

Trial Examiner Batten: Can you give us some idea of the number?

The Witness: I would say there was around 25 or 30.

(Testimony of Alvin L. George.)

Q. (By Mr. Ryan): At that time the number of employees which the company had was considerably smaller, wasn't it, than it is now?

A. At that time I was No. 39. I think I was No. 39 employee.

Q. About how many employees were there altogether?

A. Around 40, something like that. [174]

Q. Now, the day after that meeting were you at work? A. Yes, I was at work the next day.

Q. Did you have another conversation with Mr. Cromwell?

A. Yes. This time it took place in the stock room where I was building a bench.

Mr. Cannon: May I likewise have an objection to all this, as being hearsay?

Trial Examiner Batten: Yes.

Q. (By Mr. Ryan): Did Mr. Cromwell come up to you while you were working?

A. Yes, he did.

Q. Who else was present, if anyone, during that conversation? A. No one.

Q. Will you tell us what the conversation was?

A. He asked me if I attended the meeting the night before. I told him I had.

He asked me how many were there. I told him approximately how many were there. Who was the leader of it, who did all the talking, what they did, what business they had taken up.

Trial Examiner Batten: He asked you that. What did you tell him?

(Testimony of Alvin L. George.)

The Witness: I told him as near as I could tell him exactly what went on. [175]

Q. (By Mr. Ryan): Tell us what you said to him, as best you can recollect.

Trial Examiner Batten: What did you tell him?

The Witness: He asked me who did most of the talking. I told him Mr. Boswick was the one that did most of the talking.

Q. (By Mr. Ryan): Can you tell us now who Mr. Boswick was?

A. At that time he was a machinist, running a turret lathe.

Q. At the plant? A. At the plant.

Q. Cannon plant? A. Yes.

Q. What else did you say to Mr. Cromwell on that occasion, as best you can recall?

A. Well, I don't exactly recall all the conversation. That is part of it. It became apparent to me—I mean I could tell——

Mr. Cannon: I object to that as being his conclusion, it became apparent.

Trial Examiner Batten: I think when a witness starts out that way it is evident it is a conclusion.

Tell us, as near as you can remember, what you told Mr. Cromwell that went on at the meeting.

The Witness: Well, I have just about told that. I told [176] him how many were there and who did the talking. I don't remember exactly the business that was taken care of now, it is too long.

Q. (By Mr. Ryan): Did you thereafter attend any further A.F.L. meetings? A. No.

(Testimony of Alvin L. George.)

Q. That was the only one?

A. That was the only one I ever attended.

Q. Now, thereafter did union activities of the A.F.L. continue for any length of time?

* * * *

The Witness: It continued for a short while after that. Then there was a lay-off, in which most of the active [177] members were laid off.

Mr. Cannon: I move to strike that as a conclusion.

Trial Examiner Batten: The last phrase may be stricken, in which the active members were laid off.

Q. (By Mr. Ryan): How long did you continue to work directly under Cromwell, Mr. George, approximately how long?

A. Oh, I should say about a year and a half.

Q. A year and a half? A. Yes.

Q. Did you continue the carpenter work?

A. That is right.

Q. Now, early in 1941 did you have occasion to learn of any other union beginning some activity in the plant of Cannon?

A. Well, early in 1941 was the beginning of the United Electrical, Radio and Machine Workers organizing campaign, as I recall it.

Q. C.I.O. organization? A. That is right.

Q. When did this first come to your attention? I mean how did it come to your attention?

A. The first I had any knowledge of it was when one evening when I quit work I came outside

(Testimony of Alvin L. George.)

and a C.I.O. sound truck was there. At that time the organizer was William Elconin.

Trial Examiner Batten: How do you spell that?

Mr. Ryan: I think it is E-l-c-o-n-i-n.

Miss Dunks: That is right.

Q. (By Mr. Ryan): Was someone speaking over the loud speaker? A. This Elconin, yes.

Q. Was it out in front of the plant entrance, the truck? A. It was.

Q. Now, the next day when you reported for work did you have occasion to observe one Ned Mandella in the plant? A. I did.

Q. Who was Ned Mandella at that time?

A. Ned Mandella at that time was the stock room attendant.

Q. What was this stock room, by the way?

A. I should have said tool crib attendant. He took care of the tools in the tool crib. If anyone needed tools they went to the crib and he attended to them.

Q. Did you go to the crib that morning for any reason?

A. I did. I usually went four or five times a day to the crib for different tools. That particular morning I went for a tool of some kind.

Q. Did you have a conversation with Mr. Mandella on that occasion?

A. Yes, he approached me——

Mr. Cannon: May I have a running objection to this, as being hearsay? [179]

Trial Examiner Batten: Yes.

(Testimony of Alvin L. George.)

Q. (By Mr. Ryan): Was anyone present besides yourself and Mr. Mandella?

A. Him and I.

Q. About what time of day was it?

A. It was pretty early in the morning, I would say about 8:30 or 9:00 o'clock.

Q. Now, will you tell us what was said during that conversation?

A. He approached me with a petition which said to keep out the C.I.O., and I noticed there were a number of names already signed. And he asked me to sign it. I told him that I wouldn't, and he would get himself in trouble.

Q. Was anything further said?

A. Well, there was later that afternoon, he asked me to sign again but he had changed the heading of it; he had erased it out.

Q. Was this another occasion on the same day?

A. This was another occasion on the same day.

Q. When did that take place?

A. That was later in the afternoon.

Q. Where did it take place?

A. The same place, tool crib.

Q. You had gone back to the tool crib again?

A. Yes. [180]

Q. Was anyone present on that occasion?

A. None.

Q. Did you have a conversation then with him?

A. Not particularly that afternoon. I had numerous occasions on other days following that.

(Testimony of Alvin L. George.)

Q. Did you observe he still had a petition out there? A. Oh, yes, he kept that.

Q. Did you look at the petition in the afternoon, also? A. I did.

Q. But did you sign it or not sign it?

A. I didn't sign it.

Q. Thereafter, a day or so after that, did he talk to you again about it?

A. Yes, he approached me practically——

Mr. Cannon: I think I can save a lot of time. May I have an understanding with the hearing officer and also with Mr. Ryan that I have a running objection to these conversations had with Mr. Mandella out of the presence of the management as being hearsay and not binding upon the management?

Trial Examiner Batten: Yes, you may have an objection. Of course, it is pretty difficult to tell at the beginning the tie-in of the testimony, so I am receiving it assuming that some relationship to the management will be shown. Of course, if the Board rests its case and there is no showing in the evidence that this was in any way tied up or connected [181] with the management or the circumstances were such that the management should have known of it, it has no value as far as its relationship to the issues here is concerned.

Mr. Cannon: I appreciate that. I just want to be sure of the objection, because it wouldn't be competent, of course, unless they did show what you

(Testimony of Alvin L. George.)

have suggested. Therefore, I want the objection. I will make it each time if you require me to do it.

Trial Examiner Batten: No, you may have a continuing objection.

Mr. Cannon: Thank you.

Q. (By Mr. Ryan): Did you, within a day or so later, have another conversation with Mandella?

A. Yes. I told him on one of the occasions he would get himself in trouble with the company, trying to get a petition like that signed on company time. He told me he had it pretty direct from the company it was all right for him to go——

Mr. Cannon: I make particular objection to that, and move to strike it out on two grounds. In the first place, it is hearsay. In the second place, it is a self-serving declaration. In the third place, you could not prove agency by the declaration of an agent.

Trial Examiner Batten: It may stand. As it now stands it doesn't bind the company. I mean any employee could make [182] that statement.

Q. (By Mr. Ryan): Mr. George, about within a week or on or about a week later from the time you first had your contact with Mandella, that you have testified about in this connection, did you have a conversation with Mr. Ray Cromwell, the superintendent of the company? A. I did.

Q. Will you explain how you happened to have a conversation with him?

A. Yes. He called me into his office, as I was

(Testimony of Alvin L. George.)

passing by, getting a drink of water or something, I don't know what reason.

Q. In his office? A. Yes.

Q. Where was his office located with respect to this tool crib that Mandella worked in, about how far?

A. They were all in the machine department.

Q. The tool crib and Mandella's office?

A. Yes, and Cromwell's office.

Q. Cromwell's office?

A. Yes. I should say about 50 feet apart, maybe.

Q. Just how were you called in? How did you receive the message to go into Cromwell's office?

A. He had an open glass office, you know, the glass in the front. As I was passing by he motioned for me to come in. [183]

Q. When you went in, was anyone else present there besides you and Mr. Cromwell, that you recall?

A. There was no one present there when we had the conversation, no.

Q. Will you relate the conversation?

A. He asked me why I didn't join up with the organization they were forming. I told him I didn't want to have anything to do with anything Mandella was handling. Besides I didn't want to get myself in trouble with the company.

So he told me that that was all right, the company knew about what he was doing.

Mr. Cannon: I make the same specific objection to that as I did to the other conversation, the declarations of Mandella as to the company's knowl-

(Testimony of Alvin L. George.)

edge, and move to strike it on the three grounds heretofore mentioned.

Trial Examiner Batten: I make the same ruling. It may stand.

Q. (By Mr. Ryan): Will you proceed with your relation of the conversation, Mr. George?

A. He told me it was to be a company union and that he would go see that the right men got the right jobs in it, they would be given the proper training. He asked me to join up.

Q. Have you related all of the conversation?

A. No. I told him I would rather have time to think it [184] over, I didn't want to go sign up with something I didn't know what it was.

Q. Is that all you can remember now? Have you related all the conversation?

A. That is all I can remember at this time.

Trial Examiner Batten: When you told him you wanted time to think it over, did he say anything in reply to that? A. He said, "All right."

Mr. Cannon: May I have a date fixed on that conversation, Mr. Ryan?

Q. (By Mr. Ryan): About how long ago was it?

A. I would say that was in the first couple of weeks, anyway, after the C.I.O. sound truck was there. I don't remember exactly what date that was, early part of 1941.

Q. Would you place it in January?

A. I would prefer not to say. It has been quite a while ago.

(Testimony of Alvin L. George.)

Q. Now, thereafter did you see Mandella again?

A. Quite often, he asked me quite often to join up again after that. He also promised me any office in the organization I wanted outside of president, which he was supposed to hold.

Q. About how long was it after you had talked to Cromwell, this conversation you have related with Cromwell, was it that you again talked to Mandella, when he mentioned about you having an office in his organization?

A. Oh, I would say the next day or two at the latest. [185]

Q. Did that conversation take place at the tool crib?
A. At the tool crib.

Q. Was anyone present during the conversation besides you and Mr. Mandella?

A. No. You usually went up to the tool crib and got your tools, and that was all.

Q. Were you there getting your tools on that occasion?
A. That is right.

Q. Will you relate now the conversation that took place on that occasion?

Mr. Cannon: With Mandella?

Mr. Ryan: Yes.

The Witness: Well, he asked me to sign up again. I told him no. I didn't want to make him mad and I didn't want to get myself in Dutch by not signing. Yet, I didn't want to, see. So he offered me any office if I wanted one, if I signed up.

Q. (By Mr. Ryan): What did he say in that connection?

(Testimony of Alvin L. George.)

A. He said that he could give me any job I wanted, any office, if I would just sign up, outside of president.

Q. Did you make any reply to that?

A. Well, I don't know exactly what my remark was; I stalled him again.

Q. You still didn't sign up?

A. I still didn't sign up. [186]

Q. Now, did you shortly thereafter have some deal with Mandella about a portable address system? A. I did.

Q. About how long was that after you had conversed with Mr. Cromwell, can you fix it?

A. Some time within a month, I would say, probably.

Mr. Cannon: Within a month?

The Witness: Probably within a month. It might have been more or a little less. He was telling me one day about how the C.I.O. was getting a jump on him.

* * * *

Q. (By Mr. Ryan): Are you relating the conversation with Mandella?

A. Yes. We had conversations all the time. He was continuously approaching me about joining the organization.

Trial Examiner Batten: We are trying to get this conversation which you say occurred about a month after the Cromwell conversation.

The Witness: Yes.

(Testimony of Alvin L. George.)

Q. (By Mr. Ryan): Was this conversation at the tool crib?

A. No, this conversation was held at my machine, I believe, the best I can remember.

Q. Was anyone present besides you and Mr. Mandella? [187]

A. I don't really remember whether there was anyone there or not.

Q. Will you relate the conversation?

A. He was telling me about—I asked him how his organization was getting along. He was telling me about the sound truck the C.I.O. had which caused him a lot of trouble. So I asked him, "Well, why don't you buy yourself some sound equipment?"

He said, "Well, he had been thinking about it." I happened to have a portable sound outfit at home I had bought. I sold that to him. The transaction took all day. He had to see the rest of the board, or whatever they had, a secretary. By that time they had established officers.

Q. When you say "they," do you mean Mandella and his organization he had been talking to you about? A. That is right.

Q. Now, before that day, before your day's work was up that day, did you have any further conversation with Mandella about the address system, portable address system?

A. It took all day to make the transaction. I remember I got paid in the afternoon.

Q. How did you receive your pay for that deal?

(Testimony of Alvin L. George.)

A. By check.

Q. Where did you receive the pay check for that portable address system? [188]

A. He gave it to me just before I went home.

Q. Where were you when you received it?

A. At work.

Q. At your machine? A. Yes.

Q. Did he bring it into your department while you were working?

A. I don't recall whether he brought it over to my department or not, or whether I saw him some place in the plant and he gave it to me. Could I say something?

Q. Yes.

A. I don't know whether this date is accurate. I mean it was some time during the first part of the organizing campaign.

Q. You mean you don't know exactly whether it was a month after you talked to Cromwell or not?

A. That is right. I know it was after I talked to him. I don't know just how soon.

Trial Examiner Batten: How much did he pay you for it?

The Witness: How much he paid me?

Trial Examiner Batten: Yes.

The Witness: \$12.50.

Q. (By Mr. Ryan): \$12.50? A. Yes.

Trial Examiner Batten: What did he give you, a personal check? [189]

The Witness: He gave me a check on the organization, as I recall.

(Testimony of Alvin L. George.)

Trial Examiner Batten: Did the organization have a name?

The Witness: It had by that time, but I don't remember whether it was Cannon Athletic Association, or something like that.

Q. (By Mr. Ryan): If you heard it would you know?

A. Well, they changed, got so many names there it is impossible to tell you exactly what name was the prevailing one.

Q. Well, do you recall now whether it was Cannon Recreation Association?

A. It seems as though that sounds like the name.

Mr. Cannon: Cannon Recreation Association?

The Witness: Yes.

Q. (By Mr. Ryan): This is at the early beginning I am talking about now, of the early months of the organization. A. Yes.

Mr. Cannon: We were talking about the check, I thought.

Mr. Ryan: I am trying to find out what organization he got the check from.

Q. (By Mr. Ryan): Was the check signed by some individual? It must have been.

A. Yes, it was signed by the secretary. I believe it was the secretary, Andy Bereznak.

Q. Now, thereafter did you join any organization about that [190] time that you were being approached by Mandella, and within the succeeding weeks?

A. Later on I joined the C.I.O.

(Testimony of Alvin L. George.)

Q. About when was it that you joined the C.I.O.?

A. Well, I would say around April or May, some place up in there.

Q. 1941? A. Yes.

Q. Did you sign a C.I.O. card? A. I did.

Trial Examiner Batten: I presume when you say the C.I.O. you mean the United Electrical Workers?

The Witness: Yes.

Trial Examiner Batten: In other words, that is the organization you signed the card for; is that right?

The Witness: That is the one.

Q. (By Mr. Ryan): And did you wear your union button, your C.I.O. button while you were working? A. Yes, I wore it.

Q. While you were working in the plant?

A. That is right.

Q. Now, within a day or so after you had signed up with the C.I.O. and began wearing your button in the plant, did you have a conversation with Mr. Cromwell again, Superintendent Cromwell? [191]

A. I did. I think it was about—if I remember, I signed up on a Thursday, and I had a conversation with him the following Sunday, because I worked a lot of overtime under him.

Q. You say you signed up on Thursday. You have reference to your signing up with the United Electrical, Radio and Machine Workers, C.I.O.?

A. Yes.

(Testimony of Alvin L. George.)

Q. Where did this conversation with Cromwell take place?

A. This was in the new plant we are in now. It took place in the new plant. Well, it was no department, it was a hallway where we were building—covering the sides of this hallway with plywood.

Q. What department would that hallway be near?

A. It would be near what is known as the die casting department now.

Q. Can you tell us how you and Mr. Cromwell happened to be at that particular spot on that occasion?

A. Well, it was Sunday and we were working overtime, and he came down to me and asked me if I had joined the C.I.O. He had heard I had joined and he wanted to know if it was true. I said yes. He got very mad. He mumbled something and walked off. I don't know what it was.

Q. Now, did the C.I.O., the United Electrical, Radio and Machine Workers, have you make a speech on the radio? [192] A. I did.

Q. I ask you if that was made some time about August of 1941?

A. Yes, I think it was August of 1941.

Mr. Ryan: Miss Reporter, will you please mark this document as Board's exhibit next in order?

(The document referred to was marked as Board's Exhibit 30, for identification.)

Mr. Ryan: I have had marked as Board's Exhibit 34 for identification a document dated August

(Testimony of Alvin L. George.)

26, 1941, with the words at the top, "Our Daily Bread." I show it to counsel.

Q. (By Mr. Ryan): Mr. George, I show you Board's Exhibit 30 for identification and ask you to tell us, if you can, whether that is a transcript of what was given on the radio at the time you appeared on the radio? A. I think this is it.

Trial Examiner Batten: You mean this is the speech you read over the radio?

The Witness: Yes.

Q. (By Mr. Ryan): It appears to be a dialogue between you and other persons. Is that true?

A. Yes, there were three persons.

Q. Three persons were there. Is one person named Jensen? A. Ivan Jensen.

Q. Who was Ivan Jensen? [193]

A. He worked with me at the plant.

Q. At the Cannon plant? A. Yes.

Q. Was he a C.I.O. man, also?

A. He was.

Q. The initials J. J., appearing throughout this transcript, tell us whose those initials refer to.

A. Johnny Johnson, the announcer.

Trial Examiner Batten: He was not an employee; was he?

The Witness: No, he was not.

Q. (By Mr. Ryan): Johnny Johnson. This program, by the way, "Our Daily Bread," is a C.I.O. program; is it? A. It is.

Q. It is broadcast at a certain hour of the day over the radio almost every week day; is that right?

(Testimony of Alvin L. George.)

A. Yes, it is.

Trial Examiner Batten: Do you mean that this witness participated in this every day?

Mr. Ryan: No, I don't mean he did. I mean the program "Our Daily Bread."

Q. (By Mr. Ryan): That transcript, which you have identified now, was the particular broadcast of "Our Daily Bread" on August 26, 1941; is that right? A. That is right.

Trial Examiner Batten: Was it over a loud speaker? [194]

The Witness: A radio station.

Trial Examiner Batten: What station?

The Witness: K.R.K.D. at that time.

Trial Examiner Batten: That is a Los Angeles station?

The Witness: Yes. May I correct that? That is KHOX, but we used KRKD studios.

Q. (By Mr. Ryan): Now, within two or three days after you had taken part in that program that is reflected in Board's Exhibit 30 for identification, did you have a conversation with Mr. Cromwell, Ray Cromwell, the superintendent, at the company?

A. I had a short conversation with him a couple of days later when he fired me.

Q. Will you tell us how you happened to come in contact with Mr. Cromwell a couple of days after you had participated in the broadcast?

A. We had worked a couple of days or so, and I think—and Mr. Jensen, who worked with me, was

(Testimony of Alvin L. George.)

called into the office. When he came back out he told me they had fired him. [195]

* * * *

Q. (By Mr. Ryan): Is Jensen the same man that appears to have taken part in that broadcast?

A. He is.

Q. After he had come out and said what you say he said, were you called in?

A. I was called in.

Q. Will you tell us how you were called into Cromwell's office on that occasion?

A. The fellow that worked in the office—I can't think of his name—came out and told me Mr. Cromwell wanted to see me. So I went in and he gave me my check and told me I was being fired. [196]

I asked him what for. He said, "For making the radio broadcast." That was all the conversation. I walked out.

Q. About what time of day was that?

A. It must have been about 2:00 o'clock in the afternoon.

Q. When you went in to talk to Mr. Cromwell on that occasion, and during his statements to you, was anyone present, other than Mr. Cromwell and yourself, that you can recall?

A. I don't recall whether the fellow that worked in the office—his name is Howard—whether he stayed in there or not. He was usually told to leave whenever I was talking to Mr. Cromwell.

Q. You don't recall whether he was there or was not there at that particular time?

(Testimony of Alvin L. George.)

A. I don't recall if he was there.

Trial Examiner Batten: Was there any further conversation at that time?

The Witness: No.

Trial Examiner Batten: Did you say anything?

The Witness: No. There wasn't anything left for me to say.

Trial Examiner Batten: I didn't ask you that. My question was did you say anything?

The Witness: No; I went out.

Q. (By Mr. Ryan): As I understood, you asked him as to why you were being fired? [197]

A. I asked him why I was being fired. He said, "For making the broadcast."

Q. Did you then leave Cromwell's office?

A. I did.

Q. What did you do?

A. I got my tools and went out of the plant.

Q. What did you next do after you got out of the plant, did you do anything about this termination with the company?

A. Well, we told the organizer of the C.I.O., Carl Brant.

Q. Who told him?

A. I myself told him, Ivan Jensen, and I think the other fellow was Clarence Wiley.

Mr. Cannon: May I have a running objection to the conversation had with Mr. Brant, in the absence of the company officials?

Trial Examiner Batten: Yes. Were all three of you there together talking to Mr. Brant?

(Testimony of Alvin L. George.)

The Witness: We were all there the next morning at the lawyer's office. I don't know whether all of us were out there that afternoon when we were talking to Mr. Brant.

Trial Examiner Batten: Were you all three there together?

The Witness: Yes, in the afternoon.

Trial Examiner Batten: You talked to Mr. Brant?

The Witness: Yes, He came out for the afternoon shift that was going to work. [198]

Trial Examiner Batten: Tell us what you told him.

The Witness: We told him we had been fired. That is about all the conversation there was, outside of we should go to the lawyer's office in the morning to see what should be done about it.

Q. (By Mr. Ryan): The next morning did you go to a lawyer's office? A. We did.

Q. What office did you go to?

A. Al Wirin, Gallagher & Wirin.

Q. They are local attorneys here in Los Angeles?

A. That is right.

Q. Who went to the lawyers on that occasion, besides yourself? Who were the other people that went with you, Mr. George?

A. Ivan Jensen, Clarence Wiley, a fellow by the name of Martin.

Mr. Cannon: Martin?

The Witness: Yes.

Q. (By Mr. Ryan): Was Mr. Wiley an employee

(Testimony of Alvin L. George.)

of the company during the time you were employed there? A. He was.

* * * *

[199]

Q. (By Mr. Ryan): Mr. George, did the C.I.O. call a meeting, to your knowledge, regarding your termination with the company?

A. They did. I think it was Sunday.

Q. Sunday following your discharge?

A. Following the discharge.

Q. (By Mr. Cromwell): Where did that meeting take place?

A. It took place at the C.I.O. Building, 5851 Avalon Boulevard.

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[201]

Q. (By Mr. Ryan): Was there a meeting and strike vote taken? A. There was.

Q. Did a strike take place at the plant of Cannon a day or so after the meeting?

A. The first day after Labor Day.

Q. Was a picket line established by the United Electrical, [202] Radio and Machine Workers at the plant? A. There was.

Q. During the conduct of that strike and picket line, it only lasted one day; is that right?

A. Yes, that is right.

* * * *

Q. As part of the settlement of that strike, do you recall that you were reinstated? A. I was.

Q. In the employ of the company, temporarily?

A. I was re-employed.

Mr. Cannon: I move to strike the latter part out.

(Testimony of Alvin L. George.)

Trial Examiner Batten: You mean "temporarily"?

Mr. Cannon: Yes.

Mr. Ryan: I will agree to that. [203]

Trial Examiner Batten: It may be stricken.

Q. (By Mr. Ryan): Did you participate in the settlement of that strike or the conference regarding the settlement of that strike, before the National Labor Relations Board? A. No, I didn't.

Q. In connection with the termination of that strike, do you know it to be true an arrangement was made between the company and the C. I. O., United Electrical, Radio and Machine Workers, and the Cannon Employees' Association that an election would be held about a week following?

A. Yes.

* * * *

Q. (By Mr. Ryan): Did you return to the employ of the company upon the termination of the strike? [204] A. Yes.

Q. How soon after the strike terminated?

A. The next day.

Q. The next day you returned to your job?

A. Yes.

Q. Who advised you that you were to return to work for the company?

A. Well, I guess I was advised out there that same day the strike took place. The agreement was told to us by the organizer, I would return to work.

Trial Examiner Batten: The question is who told you?

The Witness: Carl Brant, I suppose.

(Testimony of Alvin L. George.)

Q. (By Mr. Ryan): Is he a representative of the C.I.O. Radio Workers Union? A. Yes.

Q. What did he tell you in that connection?

A. He told me—

Mr. Cannon: I object to it as being altogether hearsay.

Trial Examiner Batten: I don't think there is any question about that. What did he tell you? Did he tell you to go back in and go to work?

The Witness: He told me the result of the meeting with the Labor Board. He told me to go back to work.

Q. (By Mr. Ryan): The next morning did you report to work at the plant? [205]

A. I didn't report that morning, I was sick. I called Mr. Cromwell and told him I would be in the next day.

Q. After you were back on your job working, did you receive any communication from the company that you were to receive a hearing?

A. Yes, we were to have a hearing; arbitration, I think, they called it.

Q. Pardon?

A. Arbitration, I think they called it.

Q. How did you receive that notice, in what form did you receive it?

A. Well, I guess I received it at the same time I received the notice of the strike being over, and we would return to work. That was the agreement reached.

Q. That you were to receive a hearing—

A. Arbitration on our case.

(Testimony of Alvin L. George.)

Q. —on your previous discharge?

A. Yes.

Trial Examiner Batten: You mean that was a part of the arrangement for your reinstatement?

The Witness: Yes.

Trial Examiner Batten: That was agreed to by the organization?

The Witness: Yes.

Q. (By Mr. Ryan): Now, you received notice thereafter as [206] to when the hearing was to be, your hearing, after you had gone back to work, after the strike?

A. Yes, we received notice when it was to be.

Q. How did you receive that notice?

A. I don't remember.

Q. Well, about how long had you been back to work after the strike when the hearing was given to you? A. I can't say; not very long, I know.

Trial Examiner Batten: Was it a week or two weeks or a month?

The Witness: Probably a week.

Mr. Cannon: About a week?

The Witness: It might have been, yes.

Q. (By Mr. Ryan): Was it after this Labor Board election, this National Labor Relations Board election? There was an election held out there, wasn't there, Mr. George, about a week after the strike was called off?

A. There was a Labor Board election, yes.

Q. Well, did the arbitration proceeding take place after that, after that election?

(Testimony of Alvin L. George.)

A. I don't know. It seems to me like it took place before; I couldn't say.

Q. Was it on or about or right around the time of the election, either just before or just afterward?

A. Some time around in there. [207]

Q. Will you tell us where the arbitration took place?

A. It took place in the conference room of the corporation.

Q. Will you tell us who conducted the arbitration proceedings?

A. Well, we were only called in during the latter part of it. I don't know what went on before we were called in.

Trial Examiner Batten: The question is who conducted it, who, who run it? Who was the arbitrator?

The Witness: I don't know the name of the arbitrator. There was Bob Cannon, I think he was present. Mr. Shoup, I think is his name, of the Merchants and Manufacturers.

Q. (By Mr. Ryan): Mr. Shoup?

A. Yes, Paul Shoup, and Charley Katz.

Q. Who was he? A. My attorney.

Q. The C.I.O. attorney?

A. Yes. Mr. Kaplan.

Q. Is he an attorney?

A. He is an attorney for the C.I.O.

Q. You don't know the name of the arbitrator?

A. No; a pastor of some church, I think.

Q. Were you called in and asked to testify?

(Testimony of Alvin L. George.)

A. I was called in and asked whether I accepted the decision of the arbitration or not.

Q. Was a court reporter present or any reporter present [208] making a transcript of the proceedings, that you noticed? A. I didn't notice.

Q. Did that proceeding take place in the conference room at the company's plant?

A. It did.

Q. Did you say Bob Cannon was present?

A. He was.

Q. Was Mr. James Cannon present?

A. No.

Mr. Ryan: Mr. Bob Cannon is here. I will ask you if a transcript was made of that arbitration proceedings.

Mr. Robert Cannon: No.

Mr. Cannon: No, there was not.

Trial Examiner Batten: Was your attorney in there during all the time of the hearing?

The Witness: I wasn't there. I was only called in at the last part.

Trial Examiner Batten: Was your attorney there when you were called in?

The Witness: He was, yes.

* * * *

[209]

Q. (By Mr. Ryan): Mr. George, while you were in the arbitration hearing in the conference room there, were you advised as to the decision of the arbitration?

A. Yes, that was what I was called in to be advised about, what the decision was.

(Testimony of Alvin L. George.)

Q. Who advised you what the decision was, as it regarded you?

A. I don't recall exactly, but I think it was the arbitrator, the pastor, that advised us.

Q. What were you told the decision was?

A. We were told we would be on probation for 45 days.

Q. Was there someone there besides you that was being told the same thing?

A. Ivan Jensen. They wanted to know whether we accepted the decision or not.

Trial Examiner Batten: Well, now, what did you tell them, that you would accept it?

The Witness: I accepted it, yes.

Q. (By Mr. Ryan): Then did you leave the conference room? A. Yes.

Q. Was that conference room located up on a level above the main part of the plant where you worked? A. It was upstairs.

Q. As you came downstairs from that conference room, did you have occasion to come in contact with Mr. Ray Cromwell, [210] the superintendent?

A. He met us at the bottom of the stairs of the main plant.

Q. Did he have a conversation with you at that time?

A. Yes. He asked me what was the trouble, what was the decision. I told him. He said I wouldn't have to worry, he would get me before the 45 days was up.

Q. Wait a minute. When he asked you what the trouble was, what did you tell him?

(Testimony of Alvin L. George.)

A. I told him we were on probation for 45 days.

Q. Then did he make some statement after you told him that?

A. Yes, he said he would get me before the 45 days was up.

Q. Who was present besides you and Cromwell at that time, if anyone?

A. Jensen was apparently present, he was coming down with me.

Q. Now, did you then resume your work in the plant? A. We did.

Q. Now, before this discharge that you have testified about, and reinstatement, you were a C.I.O. member, is that right? A. I was.

Q. And in addition to being a C.I.O. member, had you been any officer of the C.I.O.?

A. Shop steward.

Q. In the plant? A. Yes. [211]

Q. Was anyone else shop steward in the plant besides you at that time for the C.I.O.?

A. Yes, there was quite a few of us.

Q. How many of you? Will you name them?

A. Can I name them?

Q. Yes.

A. The ones that were discharged were all shop stewards.

Mr. Cannon: He didn't ask you that.

Trial Examiner Batten: That last phrase may be stricken. The thing is can you name the other stewards.

The Witness: Yes. There was Lawrence Wiley,

(Testimony of Alvin L. George.)

there was Ivan Jensen, and Mr. Martin I spoke of, and myself. Of course, there were more.

* * * *

[212]

Q. (By Mr. Ryan): Mr. George, in your previous mention of Wiley I notice you referred to him as Clarence Wiley, and now you referred to a Lawrence Wiley.

A. That is the same person.

Q. The correct name is Lawrence Wiley?

A. Yes.

Mr. Ryan: Will counsel stipulate the election held by the National Labor Relations Board was held on September 9, 1941?

Mr. Cannon: I will take your statement it was so held, and subject to correction, if it is shown to have been a different date.

Q. (By Mr. Ryan): After that election, within the next couple of months or so, was a contract, to your knowledge, entered into between the company and the C.E.A.?

A. Yes.

Q. Were you advised it was a closed shop contract?

A. Yes, we were advised.

Q. After that contract was entered into, did Cromwell have a conversation with you about your joining the C.E.A.?

A. We were sent to the C.E.A. office, to join the C.E.A.

Q. By whom?

A. By Cromwell. [214]

Q. Would that have been within a few days or so after the contract was made effective?

A. It was after the contract was signed, I think.

Q. Will you tell us how that came about, that Cromwell sent you over to the C.E.A. office?

(Testimony of Alvin L. George.)

A. Yes. We were told to go to the C.E.A. office—

Q. First of all, you had to come in contact with one another, Mr. Cromwell with you or you with him, to tell you either personally or by his agent. How did it happen?

A. As I recall, his office boy—the fellow in the office with him came and told us Mr. Cromwell wanted to see us. And he sent us on over to the C.E.A. office. That is the usual procedure for notifying us.

Q. After the boy came from Cromwell, to tell you to come to Cromwell's office, did you go to Cromwell's office? A. Yes.

Q. Who went there besides you, if anyone?

A. Ivan Jensen, Gus Palm, Sidney Steinberg, and I think there was a Bill Pope.

Trial Examiner Batten: Bill Pope?

The Witness: Yes.

Mr. Ryan: Those were all employees.

Mr. Cannon: Stein, Pope, and who else?

The Witness: Sidney Steinberg, Gus Palm, Ivan Jensen, Bill Pope, and myself. [215]

Q. (By Mr. Ryan): Did Cromwell make some statement to you, in a group, after you got in there?

A. He told us to go—after we got there he told us to go on over to the C.E.A. office, which was located on Avenue 33.

Q. What did he say you should go over there for, if anything? Did he explain?

A. He explained about to sign up. I don't remember what he explained about. We were to go over there to sign up, and become members.

(Testimony of Alvin L. George.)

Q. Of the C.E.A.? A. Yes.

Q. About what time of day was this when he called you into his office?

A. Well, it was in the morning, in the fore part of the morning.

Q. Was it during your working shift?

A. Yes.

Q. Were you at your job working when this boy had come out from Cromwell's office to tell you that Cromwell wanted to see you? A. I was.

Q. After Cromwell had called you and told you what you related, did you go to the C.E.A. office?

A. We did.

Q. Did you leave immediately from Cromwell's office to go [216] over to the C.E.A. office?

A. Yes.

Q. About how far was the C.E.A. office at that time from the plant?

A. Well, it was about a block, I would say. Now it is directly across the street almost.

Q. Now? A. Yes.

Q. I am asking you about where it was at that time. A. It was about a block.

Mr. Cannon: It is the same place now it has always been; isn't that right?

The Witness: That is right. The building has grown.

Q. (By Mr. Ryan): The plant building has grown in such a way part of it is directly opposite from the office? A. Yes.

Q. Well, when you got over to the office, C.E.A.

(Testimony of Alvin L. George.)

office, whom did you find there, if anyone, in the office?

A. Bob Cannon and Ned Mandella. I think Pete Vitale was there.

Q. Now, will you tell us what was said and done there and by whom, if anyone, if anything?

A. Well, we were told to wait out in the front yard; they were taking in one at a time.

I think Gus Palm was taken in first. And he was in [217] there for a few minutes and he came back out, and he said they had fired him.

So then Steinberg was called in. He went through the same procedure. When he came back out he was fired.

Q. Is that what he said?

A. That is what he said. And then I was called in, and when I got in, why, Robert Cannon and Ned Mandella told me to sign up and go back to work, see. But after what had happened to the other fellows I figured if I signed—

Mr. Cannon: Just a minute. I move to strike that out.

Trial Examiner Batten: It may be stricken. You tell us what was said and what was done. Tell us what you said and what they said.

The Witness: They told me to sign up and go on back. I said no, I wouldn't sign because the way I understood it if I signed I was throwing myself at the mercy of the board of directors. I knew what would happen then; they would fire me.

Mr. Cannon: I object to that—

Trial Examiner Batten: Did you tell them that?

(Testimony of Alvin L. George.)

The Witness: I told him I wouldn't do that.

Trial Examiner Batten: My statement to you a minute ago was: You tell us what you said and what they said, not what went on inside your mind. Tell us what the conversation was.

The Witness: I told them I refused to sign because the [218] other two fellows had already been fired.

Q. (By Mr. Ryan): Did they say anything further to you, Mr. George?

A. They told me I wouldn't be fired, to go ahead and sign and go back to work. I told them no.

Q. When you refer to "they", who are you referring to?

A. I am referring to Ned Mandella, Robert Cannon and Pete Vitale.

Q. Who was Pete Vitale?

A. He was a member of the board.

Q. Of directors? A. Yes.

Q. Of the Cannon Employees' Association?

A. Yes.

Q. You referred to Robert Cannon. Do you refer to the same person who is here present at the counsel table? A. That is right, yes.

Q. The son of James Cannon?

A. Yes; vice-president.

Q. Can you relate any further conversation you had on that occasion?

A. Well, I was sent back outside when I refused to sign. And then I don't recall—I don't know what went on inside the building then.

Q. Of course not. [219]

(Testimony of Alvin L. George.)

A. We were called in and told to sign and go back to work, even the ones that had been discharged previously that morning.

Mr. Cannon: How long was that afterward?

The Witness: The same time we were down there. We waited outside in the yard while they conducted the business inside.

Q. (By Mr. Ryan): Then you were all called back?

A. We were all called back in and were signed up, and went back to work.

Trial Examiner Batten: You were all signed up and went back to work?

The Witness: Yes.

Q. (By Mr. Ryan): When you say you signed up, do you have reference to membership cards for the C.E.A.?

A. Membership cards, and the slip to withhold our dues.

Q. You understand when I say the C.E.A. I am referring to the Cannon Employees' Association?

A. That is right.

Trial Examiner Batten: When you say a slip on your dues, was that on the same slip you signed—

The Witness: No, it was a separate slip.

Trial Examiner Batten: A separate slip?

The Witness: Yes.

Trial Examiner Batten: Were you given both slips at [220] the same time?

The Witness: Yes.

Q. (By Mr. Ryan): Was that an authorization

(Testimony of Alvin L. George.)

to have your dues checked off by the company, under a closed shop contract? A. Yes.

Q. About how long were you away from work as a result of this proceeding?

A. Oh, a couple of hours, I would say.

Q. Did you lose any pay as a result of that?

A. No.

Q. As a result of being absent from work on that occasion? A. No.

Q. After that did you ever attend any C.E.A. meetings? A. I did not.

Q. By the way, at the time you signed up on this occasion you were down at the C.E.A. office with these other fellows you named, in addition to signing up with the C.E.A. and signing the check or slip, did you receive a C.E.A. button?

A. We did.

Q. Mandella and the others there gave you C.E.A. buttons to wear? A. Yes.

Trial Examiner Batten: Did the witness tell us when this occurred?

Mr. Ryan: He said it took place within a few days of [221] the execution of the closed shop contract, as I recall.

The Witness: I think it was a few days. It was some time after that, how long I don't know.

Q. (By Mr. Ryan): Did you continue to be a member of the C.I.O.? A. Yes.

Q. Now, Mr. George, was your employment subsequently terminated by the company about March or April of 1942? A. Yes.

(Testimony of Alvin L. George.)

Q. And about two months before it terminated did you have a conversation with Mr. Cromwell?

Mr. Cannon: About two months before?

Mr. Ryan: Before his termination in March or April of 1942.

Q. (By Mr. Ryan): Did you have a conversation with Mr. Cromwell in the cafeteria? A. I did.

Q. Will you tell us about what time of day it was?

A. It was at noon during our lunch hour.

Q. Did it take place at a dining table?

A. It did.

Q. Was anyone present, other than you and Cromwell? A. No, just him and I.

Q. Will you relate the conversation?

A. Well, he called me over to his table and asked me to sit [222] down. He asked me how I was getting along, and things like that. Then he asked me about a Mr. Conley that is vice-president of the C.I.O., State C.I.O. He asked me about a fellow by the name of Harry Bridges.

Q. What did he say?

A. He asked me if I knew them. I said yes. He asked me what kind of people they were. I told him I had met both of them and they seemed to me like they were nice fellows. He got mad. He always got mad every time you mentioned anything good about the C.I.O.

Mr. Cannon: May I have my running objection to this as being hearsay and not within the issues of the case?

(Testimony of Alvin L. George.)

Trial Examiner Batten: Yes. You tell us what he said. That is what we are interested in.

Mr. Cannon: You say he was mad?

The Witness: He got mad and said we would all get our heads cut off some day.

Q. (By Mr. Ryan): Is that all of his conversation, as you recall it? A. Yes.

Q. Now, two or three weeks before your termination of employment in March or April of 1942, did you have a conversation with Mr. Johnny Gibson?

A. I did.

Q. Will you tell us who Johnny Gibson was, and is? [223]

A. He is an employee of the company. At that time he was chairman of the Grievance Committee of the C.E.A., Cannon Employees' Association.

Q. Where did that conversation take place?

A. It took place in the cafeteria after working time. We had just quit.

Q. The shift had just ended?

A. The day shift had just ended. We were drinking coffee.

Q. You and Gibson were drinking coffee in the cafeteria? A. Yes.

Q. Is this a cafeteria located there at the company's plant? A. It is.

Q. Did you and Gibson have a conversation?

A. We had a conversation about a girl by the name of Elsie Monjar.

Q. And was anyone present other than you and Mr. Gibson?

(Testimony of Alvin L. George.)

A. Not at that particular time. There were others around there.

Q. Who was Elsie Monjar?

A. She was an employee of the company.

Q. Was she, to your knowledge, an active C.I.O. member?

A. She was a member of the C.I.O.

Q. The same organization you belonged to?

A. The same organization.

Q. What was the conversation about? Will you relate the [224] conversation?

Mr. Cannon: May I have a running objection to this as being hearsay and being out of the presence of the management or the respondents, and not made an issue in this case?

Trial Examiner Batten: Yes, you may have an objection. I will determine, after the witness states the conversation, whether it has any bearing on the issues here.

Q. (By Mr. Ryan): Will you relate the conversation?

A. He told me that Bereznak and Vitale were framing Elsie Monjar, to get rid of her, to fire her.

Q. Thereafter, later that day or the next day, did you see Elsie Monjar?

A. The next day at noon I saw her.

Q. Did you have a conversation with her?

A. I told her exactly—

Q. Where did the conversation take place?

A. It took place in the main building, the main department there as you go inside the building.

Q. By the way, these two people that Gibson

(Testimony of Alvin L. George.)

mentioned, namely, Vitale and Berezenak, were they both officers of the C.E.A.?

A. Yes. Bereznak was secretary and I believe Vitale was a member of the Board of Directors.

Q. Going to the conversation with Elsie Monjar, was anyone present other than you and Miss Monjar on that occasion? [225]

A. There must have been, but I didn't pay any attention, I guess.

Q. Will you tell us what you said and what she said?

Mr. Cannon: May I have the same objection to that conversation?

Trial Examiner Batten: You may have the same objection.

The Witness: I told her what had been related to me by Mr. Gibson at the cafeteria the night before, that they were framing her and were going to try to get her fired.

Q. (By Mr. Ryan): Did she say anything?

A. Not that I recall.

Q. Now, within a half hour or so after you had talked to Elsie Monjar in this conversation you have just related, were you called into the conference room of the company?

A. I was. I don't know whether it was that same day or the next day following that I was called into the conference room again.

Q. Will you tell us who called you in there?

A. I believe the office boy notified me again to come to the conference room.

Q. Whose office boy? A. Cromwell's.

(Testimony of Alvin L. George.)

Q. Superintendent Cromwell? A. Yes.

Q. Were you called away from your work? [226]

A. Yes.

Q. Did you go to the conference room?

A. I did.

Q. When you got there, who was there, if anyone?

A. All the board of directors of the—

Q. Of the Cannon Employees' Association?

A. —the Cannon Employees' Association and Cromwell. I think Renter was there.

Q. Who was Renter?

A. I believe he was personnel manager for the company.

Q. For the company? A. Yes.

Q. Did you mention Cromwell was present?

A. Yes, he did the talking.

Q. When you got there, who made any statements to you?

A. Raymond Cromwell, the superintendent.

Q. Were you advised as to why you were being called in there? A. Yes, he told me.

Q. What did he say?

A. He told me I was being called in, they wanted to know who told me that Elsie was framed. So not knowing Gibson I didn't want to cause him—

Mr. Cannon: I move to strike that out for the reason it is argumentative.

Trial Examiner Batten: It may be stricken. Tell us what [227] was said and what was done.

Q. (By Mr. Ryan): What did you say when he asked you—

A. I told him the guilty party was there, I didn't

(Testimony of Alvin L. George.)

want to put my finger on anybody; let them acknowledge it themselves.

Q. Was Johnny Gibson present?

A. He was present. I didn't know what kind of a fellow he was. I knew any time you implicated anyone else out there someone got fired, so I didn't tell them. I told them I wanted advice of counsel.

Mr. Cannon: I move to strike that out.

Trial Examiner Batten: That last phrase may be stricken.

Q. (By Mr. Ryan): Mr. George, have you told us all of your reply to that?

A. I told him I wanted advice of counsel. They said they would give me until 2:00 o'clock the next day to get it.

Q. Then you left the conference room; did you?

A. I did. That evening after work I went to see the lawyer at the C.I.O. Building. He told me about the only thing I could do was make an affidavit of the conversation held in the cafeteria and give it to them.

Q. Did you make an affidavit?

A. I did. Ivan Jensen and I went to the Notary Public and made the affidavit.

Q. The next day at 2:00 o'clock did you go back to the conference room? [228]

A. I was called back in again.

Q. Who called you in on that occasion?

A. The office boy.

Q. Cromwell's office boy? A. Yes.

Mr. Cannon: Who called him?

Mr. Ryan: Cromwell's office boy.

(Testimony of Alvin L. George.)

The Witness: It would save a lot of time if I could tell his name. Howard something.

Mr. Cannon: Is it Howard Jorgensen?

The Witness: That is right.

Q. (By Mr. Ryan): About what time were you called in then, around 2:00 o'clock? A. Yes.

Q. In the afternoon? A. Yes.

Q. Who was present on that occasion?

A. The same ones that were present at the first one, all the Board of Directors, Cromwell, the lawyer for the C.E.A.

Q. Who was with you, if anyone? Was anyone with you? A. No one.

Q. Who opened the conversation on that occasion?

A. I think on this occasion Lewis of the C.E.A. opened it this time. [229]

Mr. Cannon: He is a lawyer?

The Witness: Lawyer for the C.E.A.

Mr. Ryan: Joe Lewis.

Q. (By Mr. Ryan): Do you recall what he said?

A. He got up and read off a bunch of charges, which included practically the whole by-laws and constitution of the Cannon Employees' Association.

Q. Was he reading from the Cannon Employees' Association by-laws? A. Yes.

Q. Could you see what he was reading from?

A. Yes, he was reading from the by-laws.

Q. By-laws of the C.E.A.? A. Yes.

Q. How long did it take him to read the charges?

A. Just a few minutes.

(Testimony of Alvin L. George.)

Q. Were you accused of violating the by-laws of the C.E.A.?

A. Yes, I was accused of violating practically everything.

Q. In substance, can you relate what he was charging you with?

A. He was charging me with—I can't say right now. I would have to read them by-laws again; it practically covered everything.

Q. He accused you of violating them and proceeded to read [230] the by-laws? A. Yes.

Q. Did he explain how you had violated them?

A. No, he didn't explain how I had violated them. I was just charged.

Q. Then were you asked to make any statement?

A. I was asked to tell who it was that told me, the conversation I had with Gibson. So I give them the notarized statement I had made the night before.

Q. Whom did you give it to?

A. I just laid it out on the table; Cromwell took it, I think.

Trial Examiner Batten: You will have to keep your voice up. What did you say there at the last?

The Witness: I laid the affidavits out on the table. I think Cromwell picked them up.

Q. (By Mr. Ryan): Did you receive the affidavit back? Was it returned to you?

A. Lewis kept one; I had two.

Q. Lewis kept one, and who kept the other?

A. I think I kept the other.

* * * *

[231]

Q. In substance, did it relate to this matter of

(Testimony of Alvin L. George.)

the Monjar incident and your conversation with Gibson about Monjar? A. Yes.

* * * *

Q. (By Mr. Ryan): Will you relate what was said and done after you had turned your affidavit over to Mr. Lewis there and to Mr. Cromwell?

Mr. Cannon: Not to Mr. Cromwell.

Q. (By Mr. Ryan): Or laid it on the desk, I guess that is what you said.

A. Then it was passed around and they apparently all read it. Gibson denied it. Cromwell told me to go on back down to work.

Q. And you did? [232] A. I did.

Q. Now, about a week following that conference did you again have a conversation with Mr. Cromwell, Superintendent Cromwell?

A. Yes. After that I was called into the office again by the office boy and Mr. Cromwell told me—handed me my check and said I was being fired.

Q. Mr. George, was that, to the best of your recollection, about a week after you had been up to the conference room?

A. I think it was about a week later. It wasn't much longer than that, if any.

Q. Were you at your job working when you were called into Cromwell's office upon this occasion?

A. I was.

Q. When you got to Cromwell's office was anyone there other than Cromwell and you, that you can recall?

A. Yes, the office was full but I don't recall their names.

(Testimony of Alvin L. George.)

Q. Full of people?

A. The foreman of the die cast machine—tool room, and two or three others.

Mr. Cannon: Is that when you were fired?

The Witness: Yes.

Q. (By Mr. Ryan): Do you recall the names of the foremen that were present?

A. I can't right now. I could find out. I don't know exactly the names of them. [233]

Q. What time of day was it?

A. In the afternoon.

Q. Was your shift over? A. No.

Q. Will you state what was said there in the office of Mr. Cromwell and by whom, on that occasion?

A. He said I was being fired—handed me a check. I said, "What am I being fired for?"

He said, "Spreading false rumors."

Q. Did anyone else say anything?

A. Not then. I went back out to get my tools. When I went out to get my tools my foreman, who is Henry Hintemeyer—

* * * *

[234]

Q. (By Mr. Ryan): Mr. Hintemeyer was the foreman of the department in which you worked?

A. He was.

Q. What department was that, on that occasion?

A. That was in the machine shop. I was in the automatic department on ice cream machines.

Q. Was he foreman of the automatic department? A. Yes.

(Testimony of Alvin L. George.)

Q. Who was the foreman of the whole machine shop?

A. He was foreman of the whole machine shop.

Q. When you left Cromwell's office did you return to your machine there in the shop?

A. I returned to get my tools, yes, sir.

Q. Was it there that you had the conversation with Hintemeyer? A. It was.

Q. Did he come up to you there?

A. He came up to me and asked me what was the matter. I told him I was being fired—I was fired.

He asked me what for, and I told him for spreading false rumors, they said.

So he said he wanted me to know he didn't have anything to do with it and he was going to tell Cromwell that he wasn't having anything to do with it. I was a good worker and whatever Cromwell did he did on his own, he had nothing to do with [235] it.

* * * *

[236]

Q. Have you related all the conversation with Mr. Hintemeyer? A. I have.

Q. Then after he had talked to you, did Hintemeyer leave and go to Cromwell's office?

A. Yes.

Q. Did you see him go into Cromwell's office?

A. Yes.

Q. Then did he come back to you in a few minutes?

A. He came back and told me he told him he wasn't going to have anything to do with my discharge.

(Testimony of Alvin L. George.)

Q. He said that to you, that he had told Cromwell that? [237] A. Yes.

Q. Then did you leave the plant? A. I did.

Q. Have you ever worked for Cannon Manufacturing Corporation since that day? A. No.

Q. Or Cannon Electric Development Company?

A. No.

Q. Either of those two companies?

A. No.

* * * *

[238]

Q. I believe you stated that you continued in the C.I.O. up to the time of your final discharge; is that right? A. Yes.

Q. Even though you had to belong to the C.E.A., under the closed shop contract?

A. That is right.

Mr. Ryan: Miss Reporter, will you mark this Board's exhibit next in order, please?

(Thereupon, the document referred to was marked as Board's Exhibit No. 31, for identification.)

Mr. Ryan: I have had marked as Board's Exhibit 31 for identification what purports to be a copy of a petition for investigation and certification of representatives, pursuant [240] to Section 9(c) of the National Labor Relations Act, in the matter of Cannon Electric Development Company and Cannon Manufacturing Corporation and Cannon Employees' Association, Case No. 21-R-1354, and dated June 9, 1941. I show it to counsel and ask for a stipulation that that is a copy of the petition which was filed by

(Testimony of Alvin L. George.)
the Cannon Employees' Association on the date it bears.

Mr. Cannon: If it comes from your files I will say yes, I so stipulate.

Mr. Ryan: I offer the copy in evidence.

Trial Examiner Batten: What is the purpose of this?

Mr. Ryan: It is part of the history leading up to the first National Labor Relations Board election. It was on the petition the election was held. I can introduce it by reference, but I thought perhaps it would be well to have a copy in the record.

Trial Examiner Batten: You will not need to provide a duplicate, that is, as far as the record is concerned. It will be received.

(Thereupon, the document heretofore marked for identification as Board's Exhibit No. 31, was received in evidence.)

Q. (By Mr. Ryan): Now, this morning, Mr. George, you referred to a settlement of the strike which occurred on about September 2, 1941, when you were telling about the strike [241] this morning.

Mr. Ryan: Please mark this document, Miss Reporter, as Board's exhibit next in order.

(Thereupon, the document referred to was marked as Board's Exhibit No. 32, for identification.)

Mr. Ryan: I have had marked as Board's Exhibit 32, for identification, a document entitled "United States of America, Before the National

(Testimony of Alvin L. George.)

Labor Relations Board, Twenty-First Region, In the Matter of Cannon Manufacturing Corporation and Cannon Employees' Association, Case No. 21-R-1354. Strike Settlement Agreement," purporting to bear the signatures of James H. Cannon for the Cannon Manufacturing Corporation, and United Electrical, Radio and Machine Workers of America, Local 1421, C.I.O., by Ralph Dawson, and approved by William R. Walsh, Director of the Twenty-First Region of the National Labor Relations Board, and by H. C. Malcolm, Conciliation Service, Department of Labor, and George B. Roberts, Office of Production Management.

I might say attached to the two-page document I have just described is another document entitled "Agreement Consent Election," and it appears to be a separate document but a part of the complete transaction. They are both referring to the same transaction. I show it to counsel.

Mr. Cannon: I have no objection to its going in evidence. [242]

Trial Examiner Batten: There being no objection it will be received.

(Thereupon, the document heretofore marked as Board's Exhibit No. 32, for identification, was received in evidence.)

Trial Examiner Batten: You do not need to furnish a duplicate of that.

Q. (By Mr. Ryan): Now, Mr. George, in your testimony this morning about the hearing arbitration proceeding which you attended shortly after you

(Testimony of Alvin L. George.)

returned to work after the strike, do you recall your testimony in that regard this morning?

A. Yes.

Q. You stated that you were called in the arbitration hearing room and advised there you were being returned to work on 45 days' probation?

A. That is right.

* * * *

[243]

Cross-Examination

Q. (By Mr. Cannon): When you first went to work for Cannon's, [244] what were you doing?

A. Carpenter's helper.

Q. Scraping a boat? A. Yes.

Q. And who was your immediate superior then?

A. Well, I suppose the carpenter over me was.

Q. Who? A. I don't know his name.

Q. Did you have someone there supervising your work as you scraped that boat?

A. Mr. Cannon there was the only one that said anything about the work.

Q. You mean James H. Cannon? A. Yes.

Q. I mean he wasn't standing there while you were scraping the boat?

A. Nobody stood there and watched me scrape the boat.

* * * *

[245]

LAWRENCE M. WILEY,

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows: [305]

(Testimony of Lawrence M. Wiley.)

Direct Examination

* * * *

Q. Were you ever employed by Cannon Manufacturing Corporation? A. Yes, I was.

Q. When were you first employed by that company? A. The latter summer months of 1940.

Trial Examiner Batten: Mr. Wiley, would you just speak a little louder, please? [306]

Q. (By Mr. Ryan): In what capacity were you employed?

A. Experimental layout on drill press.

Q. On drill presses? A. Yes.

Q. Are you still employed by the company?

A. No, I am not.

Q. When was your last employment, approximately?

A. Either October or November of 1941.

Q. 1941? A. Yes.

Q. Mr. Wiley, who was your supervisor while you were employed by the company?

A. I don't recall, all I can remember is White.

Q. His name was White?

A. Yes; nickname.

Q. What department was he supervisor over?

A. Drill press.

Q. Would he be the foreman of the drill press department? A. Yes.

Trial Examiner Batten: That was on the day shift, Mr. Wiley?

The Witness: Day shift.

(Testimony of Lawrence M. Wiley.)

Q. (By Mr. Ryan): Did you have the same supervisor all the time you were employed?

A. No, I had one before that, I can't recall his name. [307]

Q. When you first went to work for the company? A. I believe it was Herb Elgin.

Q. Now, in the early part of 1941 I ask you whether or not it came to your attention that an employees' organization by the name of Cannon Employees Recreation Association was being formed in the plant?

A. Yes, it was in the early part of January.

Q. 1941? A. Yes.

Q. By what means did it first come to your attention that such an organization was being formed?

A. When I took a week's leave of absence and got married. When I came back Mandella had a petition in the tool crib window to join the recreational activities and form a club for recreation and activities for athletics.

Q. You say it was right after you came back from being married? A. Yes.

Q. Can you remember the date of your marriage? A. It was the 26th of January.

Q. 1941? A. Yes.

* * * *

Q. (By Mr. Ryan): Mr. Wiley, did you go to the tool crib about a week after you got back and see this Mandella?

A. Yes, I went to the tool crib four or five times a day.

(Testimony of Lawrence M. Wiley.)

Q. For what purpose?

A. To check tools out.

Q. For use on the job?

A. For use on the job.

Q. Did you have a conversation with Mandella then? A. Yes, I did.

Q. Did this first conversation regarding the Recreation Association take place about a week after you returned from being married?

A. It was sooner than that. It was about the next day. He had quite a list of names when I came back. He approached me on the subject of joining and he explained to me it was to be a recreation club for athletics, so I joined.

Q. Did he have a sheet of paper there, you say, or a petition?

A. It was a sheet of paper, to sign.

Q. Where was this petition?

A. In the tool crib window.

Q. The window where you went up to get your tools? [309] A. Yes, sir.

Q. Was it posted there?

A. It was laying on the bench.

Q. On the bench? A. Yes.

Q. Did this petition have a list of employees' names on it? A. Yes, it did.

Q. After Mandella had made his statement to you as to what the organization was for, did you make any statement?

Mr. Cannon: May I have my running objection to this, as being hearsay?

(Testimony of Lawrence M. Wiley.)

Trial Examiner Batten: You may have the same objection to this Mandella conversation as you had with respect to George's testimony.

Mr. Cannon: Thank you.

Q. (By Mr. Ryan): Did you make any statements during that conversation?

A. No. I thought it was a good idea to have something like that in a company that size.

Mr. Cannon: I move to strike it out as his own conclusion, unless Mr. Mandella told him that.

Q. (By Mr. Ryan): Did you say that to Mandella?

Trial Examiner Batten: I think he can tell us that he thought it would be a good idea, and he signed it. I don't see anything wrong with that [310] Is that the fact, Mr. Wiley?

The Witness: Yes.

Q. (By Mr. Ryan): About what time of day was this, Mr. Wiley?

A. It was in the morning. I don't exactly recollect.

Q. Was it during your working hours?

A. Yes.

Q. Was it during Mandella's working hours?

A. Yes.

Q. After signing up with the Association that Mandella told you about, did you take any further part in the Recreation Association?

A. Not right at that present time.

Q. How long after that was it that you and Mandella had further conversations, if ever, about the Association?

(Testimony of Lawrence M. Wiley.)

A. It was when the election was coming up for officers in the organization.

Q. About how long was that after you had your conversation with Mandella, that you have already testified to? A. About two weeks.

Q. About two weeks. How did it come to your attention that an election was going to be held in connection with this Association?

A. He picked so many people out of each department and posted them on the bulletin board, and wanted people to elect [311] president, vice-president and so on, and a board of directors.

Q. Mandella did? A. Mandella.

Q. Did you see him put the names on the board?

A. I didn't see him put them on, but I saw the names up there afterwards.

Q. How did it come to your attention as to how they got there?

A. Mandella told me how he put them up there. He took so many people out of each department.

Q. He picked the names of so many people and put them on the board? A. Yes.

Q. Then was an election held shortly after those names appeared? A. Yes, sir.

Q. By the way, where were those names written?

A. They were typewritten on a piece of paper and posted on the bulletin board.

Q. Company bulletin board in the shop?

A. Yes, right next to Cromwell's office.

Q. How long did the list of names remain on the bulletin board, approximately?

(Testimony of Lawrence M. Wiley.)

A. I imagine a week.

Q. About a week? [312] A. Yes.

Q. Was the election held during that week then to decide which of them would become officers of this Association? A. The first election was.

Q. The first election was, you say, held during that week? A. Yes.

Q. Will you describe how the mechanics of the holding of that election were conducted?

A. The first two or three highest out of the shop was put in as—for the next election. And they were chosen and put on the bulletin board. They had a run-off election for the finals——

Q. Yes, but how was the vote taken in that first election?

A. It was taken by ballot in a ballot box. I think it was off a mimeographed sheet of paper, giving the names, if I am not mistaken.

Q. The names of the candidates?

A. Candidates. And they were put in a ballot box and then counted later.

Q. Was the ballot a mimeographed ballot, you say? A. I believe it was.

Q. Were the names on it, the best you can recall?

A. I believe so.

Q. How were those ballots given out to the people who were going to vote on them? [313]

A. Some of them were passed out among the departments and some were left on a table next to the ballot box.

Q. Where was the ballot box located?

(Testimony of Lawrence M. Wiley.)

A. In the runway between—well, between the plating department and Cromwell's office.

Q. How long did the voting hours last?

A. I imagine all afternoon.

Q. All afternoon? A. Yes.

Q. Was that during a working day?

A. Yes.

Q. These ballots, after they were distributed to the employees, where were they marked. By the way, were booths set up in the plant? A. No.

Q. How would a man vote the ballot after he had received it? Do you know what mechanics were followed in that regard?

A. No, I don't. He just marked his favorite candidate, I imagine, and dropped it in the box.

Q. Is that what you did? A. Yes.

Q. And you took it over and dropped it in the ballot box? A. Yes.

Q. Did you do that during the working hours?

A. Yes. [314]

Q. Did you observe that was the general practice of holding the election? A. Yes.

Q. After the balloting was completed were the votes taken some place and counted?

A. Yes, they were taken to a room next to the sand blast.

* * * *

Q. (By Mr. Ryan): Did you act as one of the tally clerks that counted the ballots?

A. Yes.

Q. By the way, who, if any one, stood in charge

(Testimony of Lawrence M. Wiley.)

of the ballot box during the actual voting in the hours that it was left there? A. No one I saw.

Q. It just stood there on a table near Mr. Cromwell's office? A. Yes, sir.

Q. Who took the ballot box and went over to the place where you did the counting?

A. It was Ned Mandella, Spencer Messick and Harry Dean and [315] myself.

Q. Were they fellow employees? A. Yes.

Q. Those other people besides Mandella, had they been active in the Association you were active in then, and Mandella? A. Yes.

Q. They were also leaders, were they, and Mandella? A. Yes.

Q. Now, as a result of that voting and the counting of ballots, who ended up as president of the Association? A. Ned Mandella.

Q. Who were the other officers that were elected at that time?

A. Spencer Messick, Ray Spoeleman, Robert Miller, Harry Dean and Jerry Syphers and myself.

Q. After that election did you thereafter take any active part in solicitation for members for the Association among the employees in the plant?

A. Yes, I did.

Q. Had you done it before the election also?

A. No.

Q. After the election that you have just testified to, what activity did you engage in, so far as solicitation of members was concerned?

A. Just contacted people that hadn't joined the

(Testimony of Lawrence M. Wiley.)

Recreation [316] Association and had them sign cards, or I talked to them about signing cards.

Q. Where did you approach these people, to get them to sign cards?

A. Well, some of it was done on company time and some of it was done outside.

Q. Can you name the departments in which you were active in soliciting membership?

A. Drill press, burring, hand mill, punch press.

Q. About how many employees did you contact?

A. Well, I imagine I contacted 20 or 30. There was about 40 to 45 in the department.

Q. What department is that?

A. Well, that was drill press and burring and hand milling.

Q. Did you have cards for this Association, for them to sign? A. Yes, we did. [317]

* * * *

Mr. Ryan: Miss Reporter, will you mark this document as Board's Exhibit next in order?

(The document referred to was marked as Board's Exhibit No. 34, for identification.)

Mr. Ryan: I have had marked as Board's Exhibit 34 for identification a card about 3½ inches long and about 2 inches wide with the name "Cannon Employees Recreation Association" printed on the face of it, together with other matters.

Do you care to look at it?

Mr. Cannon: I saw it.

Q. (By Mr. Ryan): Mr. Wiley, I show you the card and ask you whether or not that is a card of

(Testimony of Lawrence M. Wiley.)

the Association about which you have been testifying? A. Yes.

Q. Were those the kind of cards that were circulated for the employees to sign?

A. This was the second batch we had printed.

Q. Were the first ones of similar character?

A. Yes. The first bunch was similar.

Q. Was there a difference in them, however?

A. Yes, they were green. They had round corners and Cannon Employees Recreation Association was put on the bias instead of straight across, and the Cannon emblem was printed in the center.

Q. The Cannon Company emblem was printed in the center? A. Yes.

Trial Examiner Batten: Where did you have those printed?

The Witness: On Ninth Street, between Broadway and Hill.

Trial Examiner Batten: Is that where you had the first ones printed?

The Witness: Yes.

Mr. Cannon: Broadway between Ninth and Tenth?

The Witness: On Ninth between Broadway and Hill.

Q. (By Mr. Ryan): The name of the Association was on the first ones, the same as it is printed here, except the first ones had the name in the shape of an arc? A. Yes.

(Testimony of Lawrence M. Wiley.)

Mr. Ryan: I offer in evidence Board's Exhibit 34 to show the physical arrangement of the card. It is the only card I have.

Trial Examiner Batten: There being no objection it will be received. You don't need to have a duplicate of that, unless, of course, we happen to find one.

(Thereupon, the document, heretofore marked as Board's Exhibit No. 34, for identification, was received in evidence.) [319]

Q. (By Mr. Ryan): Now, Mr. Wiley, when you were contacting these employees in connection with getting them to sign these Recreation Association cards you said you contacted some of them during working hours. Did you do it right during your working hours? A. Yes.

Q. Over what period of time did you continue to be active as a solicitor for that Association?

A. Until about the first of April.

Q. 1941? A. Yes.

Q. Then what did you do?

A. That was after they decided to incorporate into a company union and call it C.E.A. [320]

* * * *

Q. (By Mr. Ryan): Mr. Wiley, you did resign from the Association about the first of April, you say, 1941? A. Yes, sir.

Q. Did you thereafter join any labor organiza-

(Testimony of Lawrence M. Wiley.)

tion while you were in the employ of the company?

A. I joined the C.I.O.

Q. Is that the United Electrical, Radio and Machine Workers, C.I.O.? [321]

A. That is right.

Q. And about when did you join that organization? A. About the middle part of April.

Q. Now, of that same year, 1941?

A. Yes, sir.

Q. Did you become active in that organization, the C.I.O.? A. Yes, I became shop steward.

Q. You were appointed shop steward by the C.I.O., or were you elected shop steward?

A. I was elected shop steward.

Q. Did you wear any evidence of your position with the C.I.O. while you were in the shop?

A. I wore a shop steward badge.

Q. C.I.O. shop steward badge? A. Yes.

Q. While you were on the job at Cannon's?

A. Yes, sir.

Mr. Cannon: I understand it was a C.I.O.'s shop steward badge?

The Witness: Yes.

Trial Examiner Batten: I presume when you say it was C.I.O. it was the United Electrical Workers?

The Witness: Yes.

Trial Examiner Batten: I think we ought to be a little more careful in the use of those two terms, because frequently [322] we run into quite some difficulty in the record.

(Testimony of Lawrence M. Wiley.)

Now, the witness didn't wear a C.I.O. shop steward button; he wore a U.E. shop steward button; isn't that right correct?

The Witness: It didn't specify U.E.; it said "Shop Steward C.I.O."

Trial Examiner Batten: "Shop Steward C.I.O.", that is the thing I wanted to clear up.

Q. (By Mr. Ryan): Do you recall that there was a campaign carried on then by the C.I.O., to organize the employees, to get members among the employees in the company for the next few months following? You joined prior to an election held by the Labor Board? A. Yes.

Q. Now, about August 28th or 29th did you have occasion to have a conversation with Superintendent Cromwell, in 1941? First of all, I will ask you if you remember an incident about August 28th or 29th when some employees came up to you while you were on the job?

A. Yes, some of the new employees approached me about joining the C.I.O.

Q. While you were on the job?

A. While I was on the job.

Q. About how many of them?

A. There were two. [323]

Q. They came up to you together or singly?

A. Singly.

Q. Was that the only occasion it happened while you were in the employ of the company?

A. They come back to me two or three times during the day.

(Testimony of Lawrence M. Wiley.)

Q. Those same two people?

A. Those same two people.

Q. That particular day? A. Yes.

Q. They were people just hired into the shop?

A. Yes.

Q. Do you recall what their names are?

A. No, I can't remember.

Q. Did you have a conversation with them?

A. I told them I couldn't do any soliciting on company time, and to come see me after work. But they kept persisting, so I gave them a card to fill out for the U.E. They did it and handed it back to me.

Q. Then at the time that they came up to you, was there any one present other than you and these couple of fellows?

A. I was working there with people all around me.

Q. Within a few minutes thereafter did you have occasion to be in Mr. Cromwell's office, the superintendent?

A. Yes, Cromwell's office boy, Howard, came out and said Mr. Cromwell wanted to see me. [324]

Q. About how long was that after you had given the C.I.O. cards to these two gentlemen who had come to you and asked for them?

A. About 10 minutes.

Q. Did you go to Mr. Cromwell's office then when this boy came and told you he wanted to see you?

A. Yes, I went immediately to his office.

(Testimony of Lawrence M. Wiley.)

Q. Will you tell us whether any one was in the office besides you and Mr. Cromwell?

A. Nobody.

Q. Did you and Cromwell have a conversation on that occasion?

A. Yes. He said I was being——

Mr. Cannon: My objection goes to this, may it, Mr. Commissioner?

Trial Examiner Batten: Yes, you may have an objection.

The Witness: He said I was being fired. I wanted to know why. He said, "Because of soliciting for the union on company time."

Q. (By Mr. Ryan): Had you ever done any soliciting before that? A. Not for the C.I.O.

Trial Examiner Batten: Well, did you have anything to say at that time yourself? What did you say to him?

The Witness: There was nothing I could say. I said, [325] "All right."

Q. (By Mr. Ryan): Did that end the conversation? A. Yes, sir.

Q. What did you then do, leave his office?

A. I left his office and packed my tools and left the building.

Q. Now, after you left the building, what did you do?

A. Well, there was two or three others that were fired the same day, so I contacted them and we talked to Carl Brant.

Q. Who is Carl Brant?

(Testimony of Lawrence M. Wiley.)

A. Carl Brant was an organizer for the C.I.O.

Q. Who were these two or three others that were with you when you contacted him?

A. There was Al George and Frenchy Martin and I believe it was Ivan Jensen.

Mr. Cannon: Al George, Martin and Jensen?

The Witness: Yes.

Q. (By Mr. Ryan): Then within a day or two after that did the C.I.O., United Electrical, Radio and Machine Workers, take a vote to strike?

A. Yes, we had a meeting on a Sunday morning.

Q. Following the termination of your employment?

A. Following the termination.

Q. Was a vote taken there as to what action the C.I.O. would take? [326]

A. A vote was taken to strike.

Q. To strike the plant?

A. Yes.

Q. Was that strike in connection at all with the fact you had been discharged there?

A. I believe the whole thing came up over the discharges.

Q. And the strike was called then for about September 2, 1941; is that right?

A. That was a Tuesday morning.

Q. The strike lasted about one day?

A. One day.

Q. Then did you and Al George and these other men you have mentioned return to the employ of the company?

A. All but Frenchy Martin.

Q. I show you Board's Exhibit 32, Mr. Wiley, and direct your attention to paragraph No. 2 on the

(Testimony of Lawrence M. Wiley.)

first page, "That it is agreed on behalf of the company that four of the five discharged employees will immediately be returned to work. These employees are as follows: Al George, Ivan Jensen, Robert Lyles and Lawrence Wiley."

Is the Lawrence Wiley referred to therein you?

A. Yes, sir.

Q. Did you return to work after that strike?

A. I returned the next morning.

Q. Were you put back in the same job you had had when you [327] were terminated?

A. Yes, sir.

Q. Before the strike? A. Yes.

Q. How long did you continue to work for the company after that?

A. Until one or two days after the election.

Q. After the National Labor Relations Board election on September 9, 1941? A. Yes.

Q. What did you do then? A. I quit.

Q. A couple of days after the Labor Board election? A. Yes, sir.

Q. Have you worked for the company since?

A. No, sir.

Mr. Ryan: That is all. [328]

Cross-Examination

* * * *

Q. Mr. Wiley, this Recreation Club, the card of which has been introduced here, were you on the directorate of that?

A. Yes, I was on the board of directors.

(Testimony of Lawrence M. Wiley.)

Q. Did you hold any office?

A. Just the board of directors.

Q. How many other men served with you on that directorate? A. I believe there were five.

Q. Those were the men you named a little while ago, Jerry Syphers and some of those men?

A. Yes.

Q. That operated from the time you were contacted in January of 1941 until April of 1941?

A. Yes, sir.

Q. Did you ever hold any meetings of the board during that period? A. Yes, we did. [329]

Q. Where did you hold them?

A. We had the first meeting at Lewis' office. That was the attorney for the Recreation Association. And the second meeting was held in, I think it was called Trolley Cafe, or something, out in the north part of town. And then the third meeting was at the Italian Kitchen with Lewis again.

Q. With Mr. Lewis, the attorney?

A. Yes.

Q. That is Joseph Lewis?

A. I believe it is.

Q. The one that has an office over in the Garfield Building, anyway? A. Yes.

Q. He is now in the service; is he not?

A. Yes.

Q. Mr. Wiley, were you one of the organizers of that or was it a corporation, or what was it?

A. It was a corporation.

(Testimony of Lawrence M. Wiley.)

Q. Were you one of the incorporators, or do you know?

A. Yes, I signed the corporation.

Q. When Mandella first presented this matter to you when you first got back in January, 1941, the company at that time had not been formed as a corporation?

A. No. [330]

* * * *

Q. (By Mr. Cannon): In the questions I propounded to you, with respect to questions I have asked you in my cross-examination about the company, you understood I had in mind this Cannon Employees Recreation Association, didn't you, Mr. Wiley?

A. Yes.

Q. I meant to have them so apply. Now, was this association dissolved, do you know?

A. Yes.

Q. What happened to it?

A. It changed the name from Recreation to C.E.A.

Q. Was that done on a vote in Mr. Lewis' office, or do you [331] know?

A. I was put before the board of directors, and the board of directors went in favor of it. That is when the C.I.O. was first getting strong and it was their contention to keep out the C.I.O.

Q. Did you attend that meeting when the vote was taken on this change of name?

A. Yes.

Q. You signed the papers as a director for the change of name to C.E.A. or Cannon Employees' Association?

A. Yes, sir.

Q. Who else besides the directors of Cannon

(Testimony of Lawrence M. Wiley.)

Employees' Association and Mr. Lewis were present? A. None.

Q. Were the articles of incorporation, if you know, of the Cannon Employees Recreation Association amended in any other particular than the change of name? A. That I couldn't say.

Q. You don't remember one way or the other on that; do you? A. No.

Q. During these meetings you held you say you only attended three meetings, or was it four meetings that you as a directorate attended?

A. Outside of membership meetings. [332]

Q. Well, now, first, I will get into the directors' meetings. You attended three or four directors' meetings? A. Yes.

Q. Did you then hold some other membership meetings?

A. Yes, we had membership meetings.

Q. Only one. A. We had four or five.

Q. Where were they held?

A. Sunday Morning Breakfast Club.

Q. The one on Riverside Drive.

A. Yes,—no, it isn't on Riverside Drive. It is right off Avenue 26, I believe.

Q. Now, when you read the articles of incorporation of this Cannon Employees Recreation Association they were incorporated as a recreation club? A. Yes.

Q. And Mandella had told you to use the recreation club; is that right?

A. That and that only.

(Testimony of Lawrence M. Wiley.)

Q. How is that? A. That and that only.

Q. All the time you were connected with it it did conduct itself as a recreation club; did it not?

A. That is true.

Q. It was conducted as a recreation club during the whole [333] time you were doing any soliciting for members in the plant for this Association; is that correct? A. Until I resigned in April.

Q. You resigned right after the Association name was changed; is that correct?

A. That is right.

Q. Now, this posting you talk about on the bulletin board next to Mr. Cromwell's office, that bulletin board was in that same location the entire time the company plant No. 2 was in operation; wasn't it?

A. No, it was changed later. It was changed down to the die-cast room later because the time clock was changed down there.

Q. It was moved near the time clock; is that correct? A. Yes.

Q. When it was over by Cromwell's office, between Cromwell's office and the plating department, that was where the most of the employees passed to and from the cafeteria and various places; wasn't it? A. That is right.

Q. It was the most accessible place for persons to see bulletins on the bulletin board?

A. Yes.

Q. These postings of names that occurred with respect to the election of officers and also the elec-

(Testimony of Lawrence M. Wiley.)

tion of directors [334] were from that list?

A. Yes.

Q. Now, that posting all occurred, did it not, before the change of name to C.E.A.?

A. Yes, sir. That was when the Recreation Association was first organized.

Q. That is what I mean. That is the only time the postings occurred on there with respect to the elections you have been talking about?

A. That was the only election held.

Q. You say it was the only election. You mean when the name was changed the same officers and board of directors just continued on?

A. Some of them did, and we appointed new ones when some of them resigned.

Q. I am speaking about where you spoke a little while ago about these names being set up on a list, and they voted for some. You virtually had a primary and then a run-off; isn't that correct?

A. That is correct.

Q. That is the election I speak about, where the postings occurred on the board. A. Yes.

Q. That is where the Association's activities were recreational in character; is that right? [335]

A. Yes.

Q. This vote was taken before April; wasn't it?

A. Yes.

Mr. Cannon: That is all.

Redirect Examination

Q. (By Mr. Ryan): Mr. Wiley, with reference to the meetings that you attended as a director of

(Testimony of Lawrence M. Wiley.)

this so-called Recreation Association, you say at one of those meetings these directors voted to change the name from Recreation Association to Cannon Employees' Association?

A. Yes, sir, that was the last meeting we had that I participated in.

Q. That you attended? A. Yes.

Q. And it was a vote taken by the directors of the Recreation Association that changed the name over from Recreation Association to Cannon Employees' Association; is that right?

A. That is right.

Q. After that you resigned; is that right?

A. Yes.

Q. Did any of the others resign?

A. I believe Harry Dean did, but I wouldn't swear to it.

Q. Ned Mandella continued on?

A. As president.

Q. He was president of the Recreation Association when you [336] were a director of it?

A. Yes.

Q. After you voted a change, to change the name over to Cannon Employees' Association he continued as president? A. That is right.

Q. Without any further election; is that right?

A. Yes.

* * * *

Q. (By Mr. Ryan): The other directors of the Recreation Association, with the exception of yourself and possibly Dean who may possibly have re-

(Testimony of Lawrence M. Wiley.)

signed too, according to your memory, the other ones continued over as directors of the C.E.A. after your vote to change the name?

A. Yes, they added a few more to it.

Q. How were they added, do you know?

A. Ned Mandella just appointed them.

Q. To fill your vacancies? A. Yes.

Q. Now, you also testified about attending some meetings in the early stages there while you were a director of the so-called Recreation Club, in which you took part in the preparation of the articles of incorporation; is that right?

A. Yes, sir. [337]

Q. And you had an attorney by the name of Lewis? A. Joseph Lewis.

Q. He was in on these meetings to assist you?

A. Yes.

Q. Who selected him? A. Ned Mandella.

Q. Ned Mandella? A. It was his lawyer.

Q. It was his lawyer? A. Yes.

Q. He brought him into the meeting; did he?

A. Yes.

Q. When you say he was his lawyer, what do you mean by that?

A. Well, Mandella had had other business with him.

Q. That was your understanding of it?

A. Yes.

Q. Did Lewis handle the legal details of having the organization incorporated?

A. Yes, he did.

(Testimony of Lawrence M. Wiley.)

Q. And was there only one incorporation so far as you know? A. As far as I know.

Q. Now, did you subsequently receive the articles of incorporation for your signature and the signature of the other directors of this Recreation Association before they were [338] filed with the Secretary of the State of California? A. Yes.

* * * *

Mr. Ryan: I think it is a matter we can stipulate to, Mr. Cannon, that they were filed with the Secretary of State of the State of California.

Mr. Cannon: I assume they were. They were filed, weren't they, Mr. Wiley?

The Witness: Yes, sir.

Q. (By Mr. Ryan): And you signed the articles of incorporation; did you? A. Yes, sir.

* * * *

[339]

Q. (By Mr. Ryan): Mr. Wiley, prior to the first Labor Board election, which was held in the plant—we are in agreement, I think it was held on September 9, 1941. Do you recall that some loud speakers were installed at the plant?

A. There were loud speakers placed on the outside of the plant, but they were also placed on the inside. That was at least two months before the strike was held.

Q. Did they remain on the outside of the plant?

A. They weren't put on the outside of the plant until just before the strike. They were on the inside two months before [340] the strike.

Q. Where were those located that were placed outside the plant? A. On top of the building.

(Testimony of Lawrence M. Wiley.)

Q. The top of the building? A. Plant 2.

Q. With respect to the street, which side of the building were they on? Were they facing the street?

A. They were facing the street, on the west side.

* * * *

[341]

Q. (By Trial Examiner Batten): There is a question. I notice I have a note here. You participated in the conference in which the board of directors decided to change the name? A. Yes.

Q. Was Mr. Lewis present at that meeting?

A. Yes.

Q. Would you mind telling me the discussion that was had at the meeting, why the name was to be changed? What was the purpose of it?

A. To keep out the C.I.O.

Q. Tell me the discussion that took place at the meeting. Who expressed that view? [344]

A. Mandella and Spencer Messick, he expressed the same opinion. And we all at that time agreed to sign over the name and make it into the C.E.A., so they went ahead and did it.

Q. What do you mean to change it over into the C.E.A.? What was the difference in the Recreational Association and the C.E.A.? What was the difference between them? A. It is a company union.

Q. I am asking you what the difference was between the Recreational Association and the C.E.A., except for the name?

A. There was a lot of difference. One was for recreation and the other was brought up to keep out the C.I.O.

Q. How was it to keep out the C.I.O.?

(Testimony of Lawrence M. Wiley.)

A. By a union affiliation.

Q. Well, you mean that you discussed there that night the necessity for having a labor organization?

A. That is right.

Q. And was it the thought of the board of directors there that night, when you organized the C.E.A., that you were then laying the foundation for a labor organization? A. Within the plant, yes, sir.

Q. Within the plant? A. Yes.

Trial Examiner Batten: I have no further questions.

Mr. Cannon: That is the first discussion that occurred at all at any of these meetings about a labor organization? [345]

The Witness: That is right.

* * * *

Trial Examiner Batten: I will ask the witness. Was there any other change made except in name?

The Witness: Not to my recall.

Trial Examiner Batten: Did you adopt any new by-laws?

The Witness: I resigned right after that.

Trial Examiner Batten: Up to the time you resigned?

The Witness: No, sir.

Trial Examiner Batten: The only change you know of up to the time you resigned was the change in the name; is that right?

The Witness: That is right.

* * * *

[346]

CLARENCE JOSEPH ARMANT,

a witness called by and on behalf of the National Labor Relations Board, being first duly sworn, was examined and testified as follows:

Direct Examination

Q. (By Mr. Ryan): Will you state your full name, please, Mr. Armant?

A. My name is Clarence Joseph Armant.

Mr. Ryan: I don't have the complaint before me, Mr. Trial Examiner. How is he listed?

Trial Examiner Batten: Clarence only.

Mr. Cannon: It can be amended, so far as I am concerned.

Trial Examiner Batten: It may be amended then to read as the witness has indicated.

Mr. Cannon: Yes, that is correct.

Q. (By Mr. Ryan): Mr. Armant, what is your address? A. 3818 South Hill Street.

Q. Were you ever employed by the Cannon Manufacturing Corporation? A. I was.

Q. When did you begin to work for that organization? [350] A. I began on May 23, 1941.

Q. What was your first job with the company?

A. I was hired as an assembler.

Mr. Cannon: Assembler?

The Witness: Yes.

Q. (By Mr. Ryan): In the assembly department? A. Yes.

Q. Who was your foreman?

A. Glen McChung.

Q. McChung? A. Yes.

(Testimony of Clarence Joseph Armant.)

Q. About how long did you stay on that job?

A. I stayed on that job several weeks; I don't know.

Q. Then were you transferred to some other job?

A. Yes, I was transferred from there into the sand blast department.

Q. How long did you stay in that department?

A. I stayed there several months.

Q. Who were you under there? Who was your foreman?

A. Glen McClung.

Q. Then were you transferred from the sand blast to some other job?

A. Yes, I was transferred from sand blast to the drill presses.

Q. Who was your foreman there? [351]

A. Glen McClung.

Q. Was he over all these operations?

A. He was over this department, department 11, yes.

Q. The head of all these operations you have related?

A. Yes.

Q. From the drill presses were you transferred to some other job?

A. I was transferred to a lathe.

Q. How long did you continue on the lathe?

A. I stayed there until I was discharged.

Q. When was that, about?

A. My discharge was about the middle part of September, I think, around the 15th, of 1942.

Trial Examiner Batten: You have the record there. Was it on the 15th?

Mr. Cannon: I will find out.

(Testimony of Clarence Joseph Armant.)

Mr. Wilcox: The first discharge was May 15, 1942. The final discharge was on 9-15-42.

* * * *

Q. (By Mr. Ryan): Now, Mr. Armant, all of the time that you were employed, was your foreman Mr. McClung, Glen McClung? [352]

A. I don't think he was, no. I think he was transferred on the day shift the last part of the time I worked there. I don't remember how long he was my foreman. I know I had two foremen while working there. One was McClung and the other one, I don't recall his name.

Trial Examiner Batten: Was the second foreman there toward the end of your employment?

The Witness: Yes.

Q. (By Mr. Ryan): About how long were you under this other foreman before your final termination? A. I don't remember exactly how long.

Q. A matter of months?

A. It was a matter of months, I think.

Q. After you began your employment with the company did it come to your attention there was an organization in the plant by the name of Cannon Employees' Association?

A. Yes. I was approached by Ned Mandella, and he asked me to join up.

Q. About how long had you been working when Ned Mandella first approached you about this Employees' Association?

A. Well, I had been working—I don't know exactly how long I had been working.

Q. Approximately, as best you can recall.

(Testimony of Clarence Joseph Armant.)

A. Several weeks, anyway.

Q. Where were you on the occasion that Mandella brought up [353] the subject of Cannon Employees' Association?

A. I was working. I think I was in the sand blast department then.

Q. Was it during your working hours there at the sand blast? A. Yes.

Q. Did Mandella come up to you while you were working? A. Yes.

Q. Was he alone? A. He was; yes, he was.

Q. Did you have a conversation with him?

A. I told him—

Mr. Cannon: May I have my running objection on the ground it is hearsay.

Trial Examiner Batten: Yes. The question is, did you have a conversation with him at that time he talked to you, and did you talk to him?

The Witness: Yes.

Q. (By Mr. Ryan): What did he say to you?

A. He asked me to join the Association that they had in the plant and be with the rest of the workers. I told him no, I had already joined the C.I.O.

Q. Was it the United Electrical, Radio and Machine Workers you had joined for the C.I.O.?

A. Yes.

Q. What was the rest of the conversation, if any?

A. That is all there was. He walked away.

Q. Do you know whether he had any cards with him at the time for this Association?

A. I didn't notice any cards, no.

(Testimony of Clarence Joseph Armant.)

Q. Do you know where he was employed in the plant at that particular time?

A. No, I did not even know him.

Q. You didn't know who he was?

A. I just knew he was Mandella and he was at the head of the union, C.E.A., that they had there.

Q. That is all the information you had about him at that time?

A. Yes.

Q. Did you know he didn't work in your department?

A. Well, I didn't see him in my department. I was on the night shift, the swing shift, and I hadn't seen him working during the time I was working. I took it for granted he wasn't working there.

Q. Now, after that were you approached by him again?

A. Well, I had several meetings with Mandella, but not in the plant.

Q. After that?

A. Later on, yes. Later on, as time went by.

Q. About the Association?

A. Yes, about the Association. [355]

Q. Did he come to you or did you go to him about it?

A. Well, he wanted me—he told me he had some charges against me that several of the workers in the plant had made, affidavits against me that I had made false statements about the C.E.A. and he wanted me to appear in answer to the charges.

Q. I see. Before we get to that point, when did you join the United Electrical, Radio and Machine Workers?

(Testimony of Clarence Joseph Armant.)

A. I joined it two or three weeks after I started to work at Cannon's.

Q. Did you wear any evidence on your person that you were a member of that organization?

A. I wore a badge at all times. After I joined, about two weeks later, I was elected shop steward and I wore my shop steward badge.

Q. A C.I.O. shop steward badge?

A. It was C.I.O., yes.

Q. Were you elected at a C.I.O. meeting?

A. Yes.

Q. Where was the meeting held?

A. Let's see, I don't recall whether the first meeting was at—we moved around. We had three or four different meeting places. I just can't remember exactly where the first one was.

Q. Around town here some place, anyway? Around Los Angeles? [356]

A. Yes, it was at some place they had rented. I can't recall exactly where.

Q. Some meeting hall the C.I.O. had rented?

A. Yes.

Q. In Los Angeles? A. Yes.

Q. Now, did McClung, your foreman, ever say anything to you about your C.I.O. affiliations?

A. Yes, he did tell me once—

Trial Examiner Batten: Let's find out where this was and what time it was.

Q. (By Mr. Ryan): Approximately when was that?

A. It was right after the election he told me not

(Testimony of Clarence Joseph Armant.)

to wear the badge any more. He said, "The election is over." He says, "You better join the C.E.A."

And he had a pencil and he was knocking on the steward badge I had on, and he knocked it on the floor and I picked it up.

And I told him I joined it when I thought it was the best time to do so.

Mr. Cannon: May I have an objection to that conversation with McClung, too?

Trial Examiner Batten: Yes.

Q. (By Mr. Ryan): Did that conversation take place in the shop? [357]

A. In the shop during working time, yes.

Q. During your working time? A. Yes.

Q. Was any one present, other than you and McClung at that particular time?

A. No, just him and I.

Q. You were at your working place, were you, in the shop? A. Yes.

Q. Now, after the National Labor Relations Board election, which was held on or about September 9, 1941, did you thereafter at any time join the C.E.A.?

A. Yes, I did, right after the election I joined.

Q. Was it after the election or after the C.E.A. contract with the company that was entered into that you joined?

A. Well, it was sometime after the election. I don't remember how long, but I know it was after the election.

Q. Did you at any time thereafter, after you did

(Testimony of Clarence Joseph Armant.)

join the C.E.A., run for an election as a member of the board of directors of the C.E.A.?

A. Yes, I did.

Q. When was that, about?

A. That was several months after the first election.

Q. After the National Labor Relations Board election? A. Yes.

Mr. Cannon: That is after several months after September [358] 9, 1941, I assume?

The Witness: Yes.

Q. (By Mr. Ryan): How was the nomination effected, so far as you were concerned?

A. I was nominated, and I would say there were about 16 of us nominated, and myself and Floyd Cate got the majority of the votes. And we had a run-off election between Floyd Cate and myself.

Q. I see. Was there a vacancy on the board at the time? A. Yes.

Q. Can you tell us how the election was conducted?

A. Well, we had the election in the cafeteria on the plant's property, in the plant's cafeteria. I did not work that day. I stayed at the ballot box and I counted the ballots.

Trial Examiner Batten: Was that the final election, the run-off election you were telling us about, or was that the first one?

The Witness: That was the run-off election.

Q. (By Mr. Ryan): Where was the first election held?

A. The first election was held in the cafeteria, too.

(Testimony of Clarence Joseph Armant.)

Q. How far apart were the two elections, about? How much time elapsed between the first election and the run-off election? A. I really don't know.

Q. Could you estimate it, according to your recollection?

Trial Examiner Batten: Was it a week or ten days or two weeks or a month?

The Witness: I can't. I really don't know.

Q. (By Mr. Ryan): The first election was also conducted in the cafeteria, as I understand; is that right? A. Yes.

Q. How long did the polls remain open? How long did the voting continue?

Mr. Cannon: You mean in the final election?

Q. (By Mr. Ryan): On the first election.

A. The first election?

Q. Yes.

A. I don't know. I understood that every one working in the plant had a chance to vote. There were three shifts then. So I reckon the ballot box stayed open about eight or ten hours.

Q. Did you yourself vote in the first election?

A. Yes.

Q. Where did you receive your ballot?

A. Right at the ballot box.

Q. The ballot box was located where?

A. In the cafeteria.

Q. Who gave you the ballot?

A. One of the board of directors. I don't remember exactly [360] who it was.

Q. Did you take part in the counting of the first ballots for the first election? A. No, I didn't.

(Testimony of Clarence Joseph Armant.)

Q. Now, in the run-off election, that was also held in the cafeteria. A. Yes.

Q. Did you receive your ballot in the same way for that election?

A. Well, no, I just walked up to the table because I was out there all the time. And I just picked up a ballot and voted and dropped it in the ballot box; that is all.

Q. Were the ballots there on the table?

A. They were there all the time, yes.

Q. You just walked up and picked one up and marked it? A. Yes.

Q. By the way, were there booths set up in the cafeteria where you marked them in secret?

A. No, no booths.

Q. Where did you mark them?

A. There were tables in the cafeteria. You would sit down at the table and mark it and walk to the ballot box and drop it in.

Trial Examiner Batten: Was there anybody in charge of the ballot box? [361]

The Witness: The board of directors, Ned Mandella, Andy Bereznak, Floyd Cate and myself.

Q. (By Mr. Ryan): Was Bereznak a member of the board of directors at that time?

A. Yes.

Q. Who designated you as a member of the election board on that second election?

A. Nobody did. I just told them I wanted to be there, and I was there; that is all.

Q. When the polls closed and the counting of ballots was done, where was it done?

(Testimony of Clarence Joseph Armant.)

A. We brought the ballots up to Mr. Cannon's conference room and counted them there.

Q. Who brought the ballots up there?

A. We were together.

Trial Examiner Batten: You all went up there with the ballot box; is that it?

The Witness: Yes.

Q. (By Mr. Ryan): What I have reference to is who did go up to count the ballots besides yourself?

A. Myself and Mandella. Bereznak and Cate were there, and one or two others. I don't remember who they were.

Q. Was Cate a member of the board of directors?

A. He was my opponent on the ballot. He was running for board of directors. [362]

Q. About what time of day was this you went up to count the ballots?

A. That was at night, around 11:30 or 12:00 o'clock at night.

Q. Your shift was the swing shift; is that right?

A. Yes.

Q. What were the hours of your working shift at that particular time?

A. I think it was from 3:30 to somewhere around 12:00.

Q. Midnight? A. Midnight, yes.

Q. Had you been off of your shift all during the time that the voting took place? A. I had, yes.

Trial Examiner Batten: How long had you been off? How long was the ballot box there?

The Witness: Well, it had started that noon and

(Testimony of Clarence Joseph Armant.)

I was down at the plant at noon and stayed there until they closed the ballot box that night.

Trial Examiner Batten: You mean from 12:00 o'clock noon until about 11:00 or 12:00 at night?

The Witness: Approximately that time, yes.

Q. (By Mr. Ryan): This Floyd Cate, I believe you mentioned, was your opponent?

A. Yes, sir. [363]

Q. Where did he work?

A. He was an inspector in the plant. He worked on the day shift.

Q. What were the hours of the day shift?

A. They worked from around 7:30 to 3:30.

Q. In the afternoon? A. Yes.

Q. Did he work that day during the time that the polls were open, or did he stay in there at the election voting place?

A. He had been there and he would come and go. I don't know if he was working or what he was doing.

Q. This Ned Mandella, do you know when he was working in the plant regularly, what shift he worked on?

A. Well, when he was working there he worked the day shift.

Q. Was he there present at the voting all of the time you were?

A. He was there, and then he would go off and come back.

Q. In and out? A. Yes.

(Testimony of Clarence Joseph Armant.)

Q. Now, also with respect to Bereznak, what shift did he work?

A. He was on the day shift most of the time.

Q. I am talking about the particular day of this election.

A. Oh. I think he was on the day shift.

Q. Was he one of the election committee? [364]

A. He was there watching the box, ballot box, yes.

Q. Was he there all of the time you were there?

A. Yes.

Q. Now, as a result of that election you went up and counted the ballots. Did you win membership on the board of directors or were you defeated?

A. I was defeated. [365]

* * * *

Q. (By Mr. Ryan): I believe you stated that the ballots of the election for board of directors were counted in the office; is that right?

A. In the Conference Room.

Q. There at the plant?

A. At the Cannon plant, yes.

Q. Were the employees then notified as soon as you had finished counting, as to the results of the election?

A. I don't know if they were or not. I left immediately and went home.

Q. Now, Mr. Armant, did you have occasion to have some dealings with an Army inspector by the name of Brown while you were employed by the company?

A. Yes, I did.

(Testimony of Clarence Joseph Armant.)

Q. About when was that?

A. Well, that was around the month of June, 1942, somewhere in the month of June. [369]

Mr. Cannon: June, 1942?

The Witness: Yes.

Q. (By Mr. Ryan): Was this Inspector Brown an Army inspector?

A. Yes. He was very friendly with me——

* * * *

Q. (By Mr. Ryan): Did he have an office in the Cannon plant at the time?

A. He had an office in the Cannon plant, yes.

Q. Sometime about the month of June, 1941, you had a conversation with him; did you?

A. Let's see, 1941. I think it was in 1942.

Q. 1942; I am sorry.

A. 1942, yes. He told me that there was some rumors around the plant about workers having to pay \$5.00 to \$10.00 for their jobs from the Humble Brothers Employment Office, and he asked me if there was any truth to it.

I told him yes, I had heard the same thing. I said, "In fact, I could give you a receipt, photostatic copies of the receipts that workers are being sent down here by [370] the employment office."

He said, "I would appreciate it if you would." I got two or three photostatic copies of receipts that these workers were paying for their jobs and gave them to him.

He says, "Well," he says, "the State Employment sends people down here and they can't get a

(Testimony of Clarence Joseph Armant.)

job," he says, "but everybody it seems that pays for their jobs come out here and go to work."

I said, "Well, here it is." Just as we handed these receipts Floyd Cate passed by and looked in and saw us.

Trial Examiner Batten: Who?

The Witness: Floyd Cate, a member of the Board of Directors.

Q. (By Mr. Ryan): Of the Cannon Employees Association? A. Yes.

Mr. Cannon: Find out who was there with him.

Q. (By Mr. Ryan): Who was there with you besides Mr. Brown?

A. A worker by the name of Harmon Fellows.

Q. Harmon Fellows? A. Yes.

Q. Was he active with you in investigating this matter of the employment? A. Yes, he was.

Q. Was he also a C.I.O. man?

A. He was a C.I.O. shop steward. [371]

Q. You at that time were active in the C.I.O., too? A. I was a C.I.O. shop steward, also.

Q. Now, on the occasion when you brought in the receipts, as you have mentioned in your testimony, to Brown, you say Floyd Cate saw you?

A. Yes.

Q. Can you tell us or not whether Ned Mandela was involved in any way with those receipts?

A. Well, there was a sign on the employment receipts I had that said, "Clear with Ned Mandela," and right at the bottom of the receipt they had his name signed.

(Testimony of Clarence Joseph Armant.)

Mr. Cannon: Do you have one of those?

Q. (By Mr. Brown): By the way, at that time was Ned Mandella the president of the Cannon Employees Association? A. Yes, he was.

Mr. Ryan: Miss Reporter, will you mark this document as Board's exhibit next in order for identification, please?

(The document referred to was marked as Board's Exhibit No. 36, for identification.)

Q. (By Mr. Ryan): I show you, Mr. Armant, what has been marked as Board's Exhibit 36 for identification, and ask you to tell us what that is, if you know.

A. This is one from the Arnold Employment Agency. There were several of the agencies. The Humble Brothers was one.

Mr. Cannon: Humble Brothers? [372]

The Witness: I think it is Humble Brothers. I know there was more than one of the agencies, there were several of them.

Q. (By Mr. Ryan): How did you get them?

A. We asked the new workers that were coming in the plant how they got their jobs. They told us through the employment offices. That is how we found out.

Q. Did they give you the receipts?

A. Some of them gave us the receipts, yes, and some of them kept them.

Q. Is this one you got from a new employee there at the plant (incidating)? A. Yes.

(Testimony of Clarence Joseph Armant.)

Q. Did you turn this document, Board's Exhibit 36, over to Mr. Brown?

A. I gave that to Mr. Brown, yes.

Mr. Ryan: Now, I offer Board's Exhibit 36 for identification, in evidence.

Mr. Cannon: I have no objection except that it is hearsay, in the strictest sense. I just want to note the objection at this time. I have no objection otherwise to its going in.

Trial Examiner Batten: It will be received.

(The document heretofore marked as Board's Exhibit No. 36, for identification, was received in evidence.) [373]

Q. (By Mr. Ryan): Mr. Armant, after you had been seen going in to talk to Mr. Brown, or while you were in there talking to Mr. Brown turning these receipts over to him, of which Board's Exhibit 36 is an example, did anyone come into the office while you were in there with Mr. Brown?

A. Well, for some reason Floyd Cate saw us. I don't remember exactly if he came in the office or if he passed by. As I recollect now, I could be sure he came in the office while we were in there. That is how he happened to see us. He either came in the office or he passed by, one of the two. I know it is unusual to have two answers to one question, but it has been so long, you know, and you can't remember every little incident that happened.

Q. Then, Mr. Armant, did you within a few days receive any notice from the Cannon Employees' Association?

(Testimony of Clarence Joseph Armant.)

A. Well, several days later, I think,—sometime after that—I received a letter from the C.E.A. stating that due to unpleasant circumstances——

Mr. Cannon: Wait a minute.

Q. (By Mr. Ryan): Wait a minute. All I wanted was a yes or no answer.

A. Yes, I did.

Mr. Ryan: Will you please mark this document as Board's exhibit next in order for the purpose of identification? [374]

(The document referred to was marked as Board's Exhibit No. 37, for identification.)

Mr. Ryan: I show Board's Exhibit 37 for identification to counsel.

Miss Reporter, will you please mark this document as Board's exhibit next in order?

(The document referred to was marked as Board's Exhibit No. 38, for identification.)

Q. (By Mr. Ryan): Now, Mr. Armant, I show you what has been marked as Board's Exhibit 37 for identification, and ask you to tell us if you ever saw it before and how you happened to see it?

A. This is the letter, or copy of the letter I received—no, this is the original letter I received on August 5, 1942; I received this letter.

Q. You received it from Mr. Ned Mandella, president of Cannon Employees' Association: is that right? A. Yes.

Q. The letter is dated July 31, 1942.

A. Yes. [375]

(Testimony of Clarence Joseph Armant.)

* * * *

Q. (By Mr. Ryan): Now, Mr. Armant, I believe you testified did you, that Mr. Harmon Fellows, another C.I.O. shop steward, was also with you at the time that you went to Brown's office.

A. Yes, I did.

Q. Did he, to your knowledge, also receive a like letter from Mr. Mandella?

A. He said that he received a letter, too.

Mr. Ryan: Will counsel stipulate that Board's Exhibit 38 for identification is a letter addressed to Mr. Harmon Fellows from Ned Mandella and involves the same matter, apparently?

Mr. Cannon: Yes, I will so stipulate, without waiving my objection to its being hearsay so far as the respondents are concerned.

Mr. Ryan: I offer Board's Exhibits 37 and 38 for identification in evidence.

Trial Examiner Batten: Do you have any duplicates of those?

Mr. Ryan: Not as yet. I just got these letters.

Trial Examiner Batten: They will be received.

(The documents heretofore marked as Board's Exhibits Nos. 37 and 38, for identification, were received in evidence.) [376]

[Printer's Note:] Board's Exhibit No. 37 is set out in full at page 691 of this printed Record.

Q. (By Mr. Ryan): Mr. Armant, I notice in the letter which you received, which has been re-

(Testimony of Clarence Joseph Armant.)

ceived in evidence, that you were asked to appear on August 4th, I believe, for a hearing.

A. Yes.

Q. You say you did not receive the letter until August 5th, which would be the day after?

A. Yes.

Q. What did you do in connection with the letter after you received it from the company?

A. As soon as I received the letter I immediately called Mr. Ned Mandella and asked him why did he ask me to report due to unpleasant circumstances.

I said, "What unpleasant circumstances have arisen?"

He said, "You will have to come out here and find out."

I said, "I am not too late, am I?"

He said, "You are a day late." He says, "But maybe we can have you come out a little time later."

I said, "What do you mean by a little time later?"

He said, "You be out here at 2:00 o'clock on August 7th and you will find out."

Q. Where did you, Mr. Armant, have this discussion with Mr. Mandella you have just testified to?

A. Over the telephone.

Q. Over the telephone. Where were you calling from?

A. The corner phone, the corner of my house.

Q. Where were you calling Mandella?

A. At the C.E.A. office.

(Testimony of Clarence Joseph Armant.)

Q. Had you known Mandella quite well up to that time? A. Yes.

Q. So you knew you were talking to Mandella?

A. I knew I was talking to Mandella; I knew his voice.

Q. Was that conversation on the day you received the letter?

A. On the 5th of August, 1942.

Q. On the 7th of August did you report out at the C.E.A. office? A. I did.

Q. About what time of day?

A. 2:00 o'clock.

Q. In the afternoon? A. Yes.

Q. Was anyone else there at the time?

A. Well, when I first got there Ned Mandella and Pete Vitale and Mr. Clark was there.

Q. Who was Mr. Clark.

A. He was one of the board of directors.

Q. Of the Cannon Employees' Association?

A. Yes.

Q. And this Mr. Vitale, was he also a member of the board of directors of the C.E.A. at that time?

A. Yes. I had taken a friend of mine with me. [378]

Q. Who was that?

A. His name was Joe Ferns.

Q. Was he an employee of the company?

A. He was an employee of the company, yes. And as soon as I arrived Mandella got on the telephone and he called the plant and he asked for Mr. Floyd Cate and Mr. Andy Bereznak and La-

(Testimony of Clarence Joseph Armant.)

Guerre Drouet. The three of them were members of the boards of directors, but this LaGuerre Drouet was the foreman of the shop; he was a foreman in the shop.

Q. At that time? A. At that time, yes.

Q. He called the plant. Do you know what he said? Were you there listening to the conversation?

A. He said, "Armant is over here. Come on over. We are going to start." He only made one telephone call, and the three of them came over.

Q. Were they over there within a few minutes?

A. I would say in about 10 minutes they came over.

Q. That would be shortly after 2:00 o'clock in the afternoon; is that right?

Q. To your knowledge were they working on the day shift at the time?

A. I am pretty sure they were, yes.

Q. What time did the day shift end then?

A. At 3:30. [379]

Q. 3:30 in the afternoon? A. Yes.

Q. This was shortly after 2:00 o'clock, however?

A. Yes.

Q. That this matter was taking place that you are testifying to? A. Yes.

Q. After these three directors came over from the plant, then what happened, if anything?

A. Well, then we were in a private room and they closed the door and Mandella sit at the desk, and he started reading a lot of papers, different affidavits he said he had against me.

(Testimony of Clarence Joseph Armant.)

Q. Up to that time, or up to the particular moment when he started to read these affidavits against you, allegedly against you, had you received any notice from C.E.A. as to what you were being charged with, other than that letter now in evidence from Mandella?

A. Nothing more than that. No, I did not.

Q. Proceed.

A. Well, he accused me, the first thing, of signing up workers on company time in the company's rest room. Then he accused me of giving Mr. Brown information regarding the employment of the plant.

Q. That is Inspector Brown? [380]

A. Inspector Brown, yes. Then he accused me of belonging to the Communist party. And he also accused me of making false statements against the C.E.A.

Q. Did he explain what those statements were?

A. Well, he didn't say. He just said I made false statements against the C.E.A. And he also accused me of signing up George Fish in the C.I.O. on company time. George Fish was in the Army at the time, but the time they claimed I signed him up in the C.I.O. he was on the board of directors for the C.E.A. I told them I wouldn't do anything like that, sign up a board of director member on company time.

I tried to get time to get my witnesses and all together, but they wouldn't let me go out and get witnesses or anything. They wouldn't even let me answer the questions in my own defense, before they

(Testimony of Clarence Joseph Armant.)

all said, "Well, we will just have to fire him, that is all."

Trial Examiner Batten: Was this foreman there during this proceeding?

The Witness: Yes, he was the one that accused me of belonging to the Communist party.

Mr. Cannon: Who?

The Witness: La Guerre Drouet. He said, "Didn't you belong to the Communist party?"

Mandella said, "Yes, he belongs to the Communist party."

Floyd Cate says, "Yes, he has a membership card on him now. [381] Let's search him and we will see if he belonged to the Communist party."

What could I do? I was there with my friend and myself. They had me outnumbered, and I kept quiet.

Mr. Cannon: I object to his argument in the matter.

Trial Examiner Batten: You tell us what he said.

Mr. Cannon: Do I understand my objection runs to all this testimony in the absence of the company?

Trial Examiner Batten: Yes. If the foreman were present I suppose you still would object to it. But you may have a continuing objection.

Mr. Cannon: There was no authorization for his doing unlawful things.

Q. (By Mr. Ryan): Mr. Armant, you were told that you couldn't bring any witnesses in.

A. They didn't want to leave this fellow stay

(Testimony of Clarence Joseph Armant.)

that I had brought over. I refused to stay myself unless he stayed in. And they finally decided to leave him stay there if he would be quiet.

Q. How long did this proceeding last?

A. I would say over an hour.

Q. Did anything else take place, other than what you have related already, that you can recall, this reading of charges against you and making of statements such as you have already testified to? [382]

A. That is all that happened there.

Trial Examiner Batten: What other part, if any, did this foreman take in this proceeding? You told us some of the things he said. Did he take any other part in the proceeding?

The Witness: Well, he was there. He was on the board of directors. He had a right to be there.

Trial Examiner Batten: You mean he was on the board of directors?

The Witness: Yes.

Trial Examiner Batten: You say he was a foreman?

The Witness: Yes.

Trial Examiner Batten: Well, what was he, a foreman or a leadman?

The Witness: He was a janitor foreman.

Trial Examiner Batten: You mean he was a foreman of all the janitors in the plant?

The Witness: Yes.

Q. (By Mr. Ryan): Was there a vote taken among those directors there at the conclusion of the proceeding, as to what would happen to you?

(Testimony of Clarence Joseph Armant.)

A. Well, there was no vote. They just had told me I was guilty of the charges and I would be discharged.

Q. Did they tell you right there in the proceedings?

A. They didn't say right then I would be discharged, but [383] they said I would be discharged.

Q. Did they tell you that there, that you would be discharged?

A. Yes. I left and went to work that night. A week or two weeks later I was discharged.

Trial Examiner Batten: Who told you there you would be discharged?

The Witness: The President, Mandella, Ned Mandella.

Q. (By Mr. Ryan): Was this Harmon Fellows also called in for a trial at that time?

A. Not at the time I was, he wasn't there.

Q. Now, how long did this proceeding last?

A. Over an hour I would say.

Q. What did you do after it ended, did you leave the room?

A. I left then and went to work.

Q. What time did you report for work?

A. About 3:30.

Q. How long did you continue to work for the company after that, approximately?

A. I would say about ten days or two weeks after.

Q. Will you relate the circumstances of your termination of employment?

(Testimony of Clarence Joseph Armant.)

A. Well, I went to work one afternoon and I think it was around the 12th of September, somewhere there, around the 12th of September, 1942, and my card wasn't in the rack. [384] I didn't know what to think, so I immediately got on the phone at the plant and called up the C.E.A. I called Mandella. I asked him, I told him my card was not in the rack. I said, "What is the matter?"

He said, "Well, you are fired."

So after that I got in touch the next day with the C.I.O. representatives and I told them what happened. And through the Federal Conciliator, Mr. Livingston, sometime later I was re-employed.

Q. Mr. Livingston, the conciliator for the United States Department of Conciliation?

A. Yes.

Q. He was brought into the scene by the C.I.O.; is that right? A. Yes.

Q. Concerning your discharge? A. Yes.

Trial Examiner Batten: Well, when Mandella told you you were discharged, did you go to your foreman?

The Witness: When I got on the telephone and called him up?

Trial Examiner Batten: Yes.

The Witness: No, I couldn't get in the plant. I didn't have a card or anything.

Trial Examiner Batten: Did you go to the gate?

The Witness: Yes, I went to the gate. That is where the cards were.

(Testimony of Clarence Joseph Armant.)

Trial Examiner Batten: Did you talk to the guard there or the person in charge of the gate?

The Witness: I called up the C.E.A. office there and spoke to Mandella, and he told me I was fired.

Trial Examiner Batten: Could you have gotten into the employment office without going through the gate?

The Witness: Yes, I could have.

Trial Examiner Batten: Did you go over there?

The Witness: No, I didn't.

Q. (By Mr. Ryan): Mr. Armant, to be clear about this occasion when you reported for work and your card was missing, where is that rack?

A. That is just past the guard's desk, outside of the plant.

Q. Outside of the plant? A. Yes.

Mr. Cannon: The card is inside the plant, isn't it?

The Witness: Not at that time they weren't. They were as you go in through the gate, you pass the guard and right in through the gate.

Q. (By Mr. Ryan): This was your time card which you punched at the time clock you are referring to as your card, is that right? [386]

A. Yes. And I was told I was discharged.

Q. Was there a rule that you had to punch your time card before you could walk into the plant, before you came in to work at that time?

A. Yes.

Q. So when you saw your card missing, where did you go to make the telephone call?

(Testimony of Clarence Joseph Armant.)

A. Right in the plant there.

Q. You did?

A. Yes, they had a telephone there.

Q. You called Mandella at the C.E.A. office; did you?

A. Yes. I say in the plant. I meant right in the cafeteria.

Q. There they have a telephone?

A. It was just where the cards were to be punched, right there they had a telephone booth.

Trial Examiner Batten: Was that a pay telephone?

The Witness: Yes, a pay telephone.

Q. (By Mr. Ryan): After you talked to him, you left the plant; did you? A. Yes.

Q. After he had instructed you? A. Yes.

Q. As to what you have testified to?

A. Yes. [387]

Q. What did you do after you left the plant?

A. Well, I think it was a day after—I went home and the day after I got in touch with the C.I.O. and I told them what had happened.

Q. And the C.I.O. brought in Conciliator Livingston, as you have testified?

A. On this case, yes.

Q. Was a hearing held in front of Mr. Livingston about it, do you know; about your discharge?

A. Well, I don't know for sure.

Q. You weren't present?

A. I wasn't present, no. But I was supposed to return back to work.

(Testimony of Clarence Joseph Armant.)

Q. You were reinstated. About how long was it after your discharge then you were reinstated, approximately?

A. I was reinstated and received \$150.00 back pay, so that——

Trial Examiner Batten: How much time did you lose, about?

The Witness: Well, I would say about two weeks, I reckon.

Q. (By Mr. Ryan): And you returned to your job then, and did you get your back pay?

A. I received my back pay, yes.

Q. Now, do you remember the date of your return to work, approximate date?

A. Around the 12th of September, 1942. [388]

Q. Now, so that the record won't be confused, Mr. Armant, you stated you thought you were discharged about the 12th of September. If you returned about the 12th of September it must have been before that that you were discharged.

A. I am sure I returned on the 12th of September, so I must have been discharged about the week or two after August the 7th, 1942. It must have been in the middle of August or the latter part of August I was discharged. I don't remember exactly the exact date.

Q. Well, you returned to work about September 12th or 13th. What shift did you return to work on?

A. I returned on the swing shift.

Q. That is the one you had been working on before?

A. Yes.

(Testimony of Clarence Joseph Armant.)

Q. What department were you working in at that time? A. Department 11.

Q. After you returned to work that day, did any of the other employees come up to you after you had gotten back on the job and make any statements to you?

A. Yes, practically all the employees in my department came up to me and were glad to see me back, and were shaking my hand and patting me on the back, and laughing.

Q. Then about a half an hour after you had been back, do you recall seeing Andy Bereznak and any other member of the board of directors of the C.E.A. walk through your department? [389]

A. Yes, Andy Bereznak and Barnett, I think his name was; he was also a board of director member.

Mr. Cannon: Barnett?

The Witness: Yes. They walked through my department. I noticed them stopping and talking to several workers, and they went on in to the Assembly department. About 10 or 15 minutes later I saw them pass through and they had a string of people following them.

Q. (By Mr. Ryan): By people do you refer to employees?

A. Yes, employees following them. And they went out into the plant cafeteria.

Q. You couldn't see all of that; could you?

A. Well, I could see that, yes, where I was at. And one of the girls named Monna Nye told me they were having a production meeting and they

(Testimony of Clarence Joseph Armant.)

were asked to go out, but they weren't going to go out to it but they were going to stay and work.

The next thing I knew the day superintendent, Superintendent Hawkinson, came up to me and he told me, he says, "The workers in the plant here are out on strike, and the best thing for you to do is go home if you want to cooperate with winning the war and you are all out for production, like you claim to be."

Q. Did he explain why they were striking?

A. Yes, because I had returned to work and they were [390] strictly against me working in the plant.

So I told him, I says, "That is not true." I says, "Those workers are not out there on strike," I says, "they are having a production meeting."

So he says, "Oh, no, it is a strike."

I says, "I will tell you what I will do. Give me a chance to go out and talk to the workers, and I guarantee you every one of them will be back in here working; there is no strike."

Q. Where were these employees supposedly on strike?

A. Out in the plant cafeteria. "Oh, no," he says, "I can't let you do that. You may get in trouble."

I said, "No, I won't get in any trouble." I said, "If I get in any trouble I will take the responsibility. But as far as my starting any trouble I won't do it."

He says, "Well, I still can't leave you go. The best thing you can do is you had better go home."

(Testimony of Clarence Joseph Armant.)

I said, "I am not going home. I am going to keep working." And I was working all the time I was talking to him.

So a little while later he came back and he told me to come in the office. He said, "Bob Cannon is in there and wants to talk to you."

So I went in the office and Bob Cannon said, he says, "Well, the workers are on strike. They don't want you to work in the plant." He says, "You better go home." [391]

I says, "Listen, Bob Cannon, those workers aren't out there on strike. You know as well as I do they are not. Give me a chance to prove they are out there on a production meeting. And give me a chance to talk to them and they will be back to work."

He said, "Listen, I am not going to tell you once more to get out of here. If you don't get out of here I will have you thrown out." And that is when I decided to get off, and I went out.

Q. You left the plant? A. Yes.

Q. By the way, at any time there while Hawkinson was talking to you, or while you were talking to Bob Cannon, did the night superintendent Rollie Thompson come on the scene?

A. Yes. He also came on the scene, but Harmon Fellows—he told Harmon Fellows the same thing, that the workers were out on a strike.

Mr. Cannon: You weren't there when he told Fellows that; were you?

The Witness: Yes, I was. I was there when he

(Testimony of Clarence Joseph Armant.)

told him that, right in the superintendent's office.

Trial Examiner Batten: In your presence?

The Witness: In my presence, yes.

Q. (By Mr. Ryan:) Did Thompson say anything else?

A. Well, they both were talking to us about leaving the [392] plant, Hawkinson and Thompson.

Q. Now, after you left the plant, what did you do?

A. Well, after I left the plant there I got in touch with the C.I.O., the United Electrical, Radio and Machine Workers, and I notified them what had happened.

They got in touch with Mr. Livingston, Federal Conciliator, and I was ordered to return back to the plant to work.

Q. Well, was a hearing held? Was an arbitration hearing held after your discharge?

A. When I returned to the plant, yes.

Q. How soon did you return to the plant after you had been ordered out?

A. About three days later.

Q. About three days later? A. Yes.

Q. Who told you to return to the plant?

A. Well, the Federal Conciliator had notified the union that the C.I.O., that I was supposed to go back to work.

Q. You did report for work then three or four days after you had been discharged?

A. Yes.

(Testimony of Clarence Joseph Armant.)

Q. Then was an arbitration hearing held relative to the matter of your discharge?

A. Well, that is—— [393]

Q. After you got back to work?

A. Then I reported to the plant, I think it was on the 15th, September 15th when I reported to the plant. And I was then notified they were going to have an arbitration.

Q. Right then? A. Right then.

Q. Before you ever got started at your work; is that right?

A. Yes. So I got to the phone and tried to get in touch with the lawyer, to see if the thing was going to be conducted right and I was going to have some chance to bring in witnesses, you know.

Q. What lawyer did you get in touch with?

A. I called Vic Kaplan.

Q. A C.I.O. attorney at that time?

A. Yes. And he came down to the plant, and he talked to Mr. Cannon.

Q. Yes. He wouldn't leave the lawyer stay. He told him it wasn't necessary for me to be represented by an attorney.

Q. Now, before you get any further with that, when you got to the plant there on that day, where did you report?

A. I reported to 3209 Humboldt Street.

Q. But did you punch your card to start into work? A. No.

Q. Were you met there by someone who told you what to do? [394]

(Testimony of Clarence Joseph Armant.)

A. I was just told to go to the Humboldt Street entrance of the plant, that is all.

Q. You were advised that the conciliator had arranged for you to return to the plant that day?

A. Yes.

Q. Did you know there was going to be an arbitration hearing there?

A. No, I did not. If I would have I would have had my attorney there.

Mr. Cannon: I move to strike that out.

Trial Examiner Batten: That may be stricken, the last phrase.

Q. (By Mr. Ryan): When you got to the plant that day, how were you advised that there was to be an arbitration proceedings immediately?

A. I went up to the office there and I told the girl that I wanted to see if I was supposed to come back to work, or something. I don't remember that little incident. Anyway, the girl told me at the desk there that I would have to go upstairs and see Mr. Cannon. So I went up and Bob Cannon was there. He said his father was in the cafeteria eating a sandwich and he would be back in a few minutes; they were going to arbitrate the case. When I found that out I got on the telephone right away and called up the union and asked them to send a lawyer down. [395]

Q. Then as you waited there who else was around there, if anyone?

A. The C.E.A. board of directors. Ned Mandella, Floyd Cate, Mr. Clark; I don't know his first name.

(Testimony of Clarence Joseph Armant.)

And there were one or two others there. Floyd Izsom was there. He wasn't a board of director.

Q. Where were you all waiting? You were waiting there for a few minutes, weren't you, while Mr. Cannon was in the cafeteria having coffee?

A. The C.E.A. was in and out, the C.E.A. representatives were in and out of the conference room, but we waited right on the outside, Fellows and myself.

Q. Harmon Fellows? A. Yes.

Q. He had been told to report there also?

A. Yes.

Q. To make the picture clear now, on the day that you had been ordered out of the plant, when this supposed strike was taking place in the cafeteria, Harmon Fellows also left the plant on that day? A. He was ordered out, also.

Q. In your presence? A. Yes.

Q. When you returned that day, prior to this arbitration hearing, Fellows was coming back with you; is that right? [396] A. Yes.

Q. You both went up to this arbitration hearing room? A. Yes.

Q. Did Mr. James Cannon eventually come up to the conference room? A. Yes, he did.

Q. Did the arbitration meeting get under way?

A. Yes.

Q. Who was the arbitrator?

A. Well, Mr. Cannon and Lt. Commander Powell. I just called these people off by name. I don't know any of them. And Mr. Bockman.

(Testimony of Clarence Joseph Armant.)

Q. Do you know who he was? A. No.

Q. Do you know who he was representing there?

A. I don't know. I don't know who picked him or anything.

Trial Examiner Batten: Did you pick any of these people?

The Witness: No.

Trial Examiner Batten: Who is this Lt. Commander Powell?

The Witness: Well, he had a uniform on. He must have been in service.

Mr. Ryan: I might say he was a Naval man that has to do with production.

Mr. Cannon: Yes. [397]

Trial Examiner Batten: Connected there with the plant?

Mr. Cannon: Not connected with us. He was sent there by the Navy.

Trial Examiner Batten: The Navy has him stationed there?

Mr. James Cannon: He said he was an observer.

Mr. Robert Cannon: He is a Navy consultant of the Navy material at Vernon. He was out on the Navy problems, whenever they came up.

Trial Examiner Batten: You say he acted as an arbitrator?

The Witness: Yes, sure.

Q. (By Mr. Ryan): You sent for your attorney. Did he come down to the hearing?

A. Yes.

Q. Did he remain at the hearing?

(Testimony of Clarence Joseph Armant.)

A. He went in and spoke to Mr. Cannon, and Mr. Cannon told him he couldn't stay.

Q. So he left again; did he? A. Yes.

Q. That was Mr. Kaplan, C.I.O. attorney?

A. Yes, Mr. Kaplan.

Q. Who called the arbitration proceeding to order? A. Mr. Cannon.

Q. Will you tell us then what happened after it got under way, what was said and what was done?

A. Well, Mr. Cannon said, "Well, all right. We are ready to [398] start now. We will take Mr. Fellows first." [399]

* * * *

Q. So you don't know what was going on in there, of course, while Harmon Fellows was in there; you weren't there? A. No, I was not.

Q. Harmon Fellows came out and you were called in to the arbitration proceedings?

A. I was called in, yes.

Q. Who called you in?

A. Mr. Clark. He was a board of directors. I don't remember if he stayed in the conference, at least in the arbitration or if he was out. But he seemed to always call one of us in, like that, notify us to come in.

Q. You went into the hearing room, Mr. Armant, and what happened after you got in there?

A. Well, I was accused of these charges that the C.F.A. claimed they had. They claimed they had affidavits signed against me.

(Testimony of Clarence Joseph Armant.)

Trial Examiner Batten: You mean the same charges as before?

The Witness: Yes.

Q. (By Mr. Ryan): Who read these accusations? A. Mr. Cannon.

Q. James Cannon?

A. Yes. He accused me of signing up workers on company time. He read papers he had there. He said they were affidavits. He said I was smoking in the rest room during working hours. I can't get the whole thing clear. [401]

* * * *

Q. (By Mr. Ryan): As I understand it, you walked out of the hearing finally; is that right?

A. Yes.

Q. Before it was over? A. Yes. [406]

Q. Did you make any statement before you walked out?

A. I said, "If this is the way you are going to conduct anything and not give me a chance to bring any witnesses in or anything, I am going to leave." And I walked out.

Q. Where did you go?

A. Well, I immediately called one of the organizers up and told them what had happened.

Q. C.I.O.? A. Yes.

Q. And what did you do then?

A. Well, then it was late at night, it was about 9:00 or 10:00 o'clock, I think. I went home and the next thing I knew was the Union had talked with Mr. Livingston and I was discharged.

(Testimony of Clarence Joseph Armant.)

Q. You were advised of that? A. Yes.

Q. That the so-called arbitration proceeding was not in your favor; is that right? A. Yes.

Trial Examiner Batten: The union told you that? Who did you talk to at the union?

The Witness: Well, Al George was organizer then for the C.I.O., and I am pretty sure that is who it was.

Q. (By Mr. Ryan): Now, did Livingston, Conciliator Livingston, come to you personally after that arbitration hearing was over [407] and talk to you?

A. No, I think we went to Livingston's office.

Q. You say "we." Whom do you have reference to?

A. We had Al George and myself and one or two others of the organizers and some of the workers from the plant who went down to protest, I think it was. And he had told us there wasn't anything he could do, that the matter was all settled.

Q. Now, thereafter did you or the C.I.O. take any further action regarding your discharge?

A. Yes.

Q. First of all, did you receive any official notice from the company as to the termination?

A. No, no official notice.

Q. Did you receive any communication whatever from the company after that arbitration proceeding, other than what you got through Livingston?

A. No, I did not.

(Testimony of Clarence Joseph Armant.)

Q. Did you or the C.I.O. take any further action respecting that discharge?

A. The C.I.O. took further action.

Q. Will you tell us what the nature of that action was?

A. Well, they appealed the case to the courts.

Q. To the California courts?

A. Yes, the California State court. Judge Willis was the [408] Judge. And the Judge ruled in my favor.

* * * *

Q. (By Mr. Ryan): Thereafter you worked for the company no more; is that right?

A. No more, that is right.

Q. You haven't worked for them up to this time?

A. That is right. [409]

* * * *

Q. (By Mr. Ryan): Mr. Armant, after this trial before Judge Willis, did you thereafter within a day or so or a few days report back to the plant for your job?

A. Yes, I did.

Q. Whom did you see at the plant?

A. I went to the personnel office and saw Mr. Wilcox.

Q. Did you have a conversation with him?

A. I told him that——

Q. Did you have a conversation with him?

A. Yes.

Q. Was anyone present other than you and Mr. Wilcox?

A. That is all, Mr. Wilcox and myself.

(Testimony of Clarence Joseph Armant.)

Q. Will you tell us what was said?

A. Well, I told him that I was reinstated, the courts had ruled in my favor and I was ready to go back to work.

Judge Willis, you are referring to Judge Willis' trial? A. Yes, Judge Willis.

Q. What did Mr. Wilcox say?

A. He told me to wait a while. He didn't give me no answer there. I waited about 30 or 45 minutes and he came back and he told me nothing doing.

Q. Did he say anything other than nothing doing?

A. I went there for the job and he said, "No, nothing doing." [410]

Q. Did you see anybody in connection with the C.E.A., connected with the C.E.A. about your reinstatement?

A. I went back to the C.E.A. and it was understood I was a member of the C.E.A.

Q. What do you mean "it was understood?"

A. I told them that I had won the case and I was back there in good standing. They said yes, I was. And I tried to get them to call the company up and put me back to work, but they wouldn't do it.

Trial Examiner Batten: You say you were back in good standing. Was this action you brought in court for reinstatement in the C.E.A.?

The Witness: That is the way the courts said, that I was a member in good standing in the C.E.A.

(Testimony of Clarence Joseph Armant.)

Q. (By Mr. Ryan): Had you been paying your dues in the C.E.A. all the time.

A. Yes, I had been paying my dues all the time.

Q. You went back to them. Whom did you talk to at the C.E.A.?

A. Well, I talked to Andy Brezenak.

Q. Brezenak? A. Yes.

Q. At that time was he an officer of the C.E.A.?

A. He was a voted director, board of directors. He was one of the officials. [411]

Q. Where did you see him?

A. One or two days after the trial.

Q. Where? A. In the C.E.A. office.

Q. Across the street from the Cannon plant?

A. Yes.

Q. Was anyone present when you talked to him?

A. His sister was there?

Q. His own sister? A. Yes.

Q. Was she working for the company?

A. She was working for the C.E.A. office.

Q. Was she there while you were talking to him?

A. Yes, she was there.

Q. Did she take any part in the conversation?

A. No, I don't think she did.

Q. All right. What did you say to Brezenak and what did he say to you on that occasion?

A. I said, "The courts have ruled in my favor. I am a member in good standing." I said, "I am ready to go back to work."

He said, "Yes, you are a member in good standing."

(Testimony of Clarence Joseph Armant.)

I said, "How about calling the company and getting me my job back?"

"Well, I can't do that." So I went over to the company [412] myself.

Q. That is when you saw Wilcox? A. Yes.

Q. After you talked to Mr. Wilcox, as you have testified, what did you do then, leave his office?

A. Yes.

Q. Have you had any further contact with the company or the C.E.A. since then?

A. No, I haven't.

Q. Have either the company or the C.E.A. notified you at any time since then they would take you back to work? A. No they haven't.

Mr. Ryan: You may cross-examine.

Cross-Examination

* * * *

Q. Now, getting back to this matter of the talk you had with Mr. Wilcox. That was after you came over from the C.E.A. office; wasn't it?

A. Yes. [417]

Q. What did you tell Mr. Wilcox, again?

A. "I am back for my job," I told him.

Q. Tell me what you told him?

A. I think I said, "Mr. Wilcox, I won the case in court and I am back for my job."

Q. What else?

A. And I think that is about all I said.

Q. What did he say?

A. He said, "Wait a minute." And he didn't say

(Testimony of Clarence Joseph Armant.)

yes or no. He went off and about 45 minutes later he came back and said, "No, nothing doing."

Q. What did you say?

A. I said, "Well, all right." And I walked out.

Q. Was anything else said by either of you?

A. That is all. [418]

* * * *

Q. (By Mr. Cannon): Getting back to this business about the cafeteria, when these people were called in there, you say that something was said about a production meeting? A. Yes.

Q. That was the day you returned to work; wasn't it? A. Yes.

Q. You saw this group from the assembly department going in there? A. Yes.

Q. And some of the directors of the C.E.A. were with them? A. Yes.

Q. And then you remember they went in there, in the cafeteria, and remained how long, Mr. Armant; do you know?

A. I would say about one hour, maybe more.

Q. All right. During this one hour period you were up to Mr. Bob Cannon's office; were you?

A. Did I go up there?

Q. Yes.

A. No, I wasn't up in Mr. Bob Cannon's office.

Q. When was it you went up to Bob Cannon's office and you say he told you to get out?

A. I was never in Bob Cannon's office.

Q. I beg your pardon. It was while these people were in the cafeteria you talked with Bob? [470]

(Testimony of Clarence Joseph Armant.)

A. Yes.

Q. Where did you have this talk with him?

A. In the superintendent's office.

Q. Was that Brady's office?

A. There were two superintendents, a day superintendent and a night superintendent. Hawkinson was day superintendent and Rollie Thompson was the other.

Q. All right. Where was this office you had this talk with Bob Cannon?

A. I would say it was about 75 feet from where I was working.

Q. On the top floor?

A. It was in Department 11.

Q. It was in Department 11? A. Yes.

Q. Who was there besides Bob Cannon and you?

A. There was me, there was Harmon Fellows, Rollie Thompson, Hawkinson, and Bob Cannon, and one or two other people; I don't remember who they were.

Q. Now, then, this was on the top floor in the superintendent's office, is that correct?

A. Yes.

Q. Now, at that time, right at that very time, there was quite a group, was there not, out in the cafeteria holding this meeting?

A. I would say there was about 50 people. [471]

Q. Was there a lot of talking and shouting and yelling going on? A. No.

Q. Was it a quiet sort of a meeting?

A. I didn't hear anything.

(Testimony of Clarence Joseph Armant.)

Q. You didn't hear anything? A. No.

Q. You wanted to go out and make a speech?

A. I didn't want to make a speech. I wanted to go out there and tell the workers they were trying to frame me, they were claiming they were out there on strike and they were telling them there was a production meeting.

Q. Did you know what was going on out in the cafeteria?

A. One of the grls from my department asked one of the girls—and I, of course, believe she was approached by one of the Board of Directors and told to come on out, they were having a production meeting.

Q. You say one of the girls in your department told you something about it. What was that?

A. She told me they were having a production meeting.

Q. All right. What else?

A. That is all.

Q. When did you ever learn there was anything but a production meeting going on out there?

A. When the superintendent came up to me and told me there [472] was a strike.

Q. That is the first you knew about it?

A. Yes.

Q. There was no noise out there at all; is that right? A. No.

Q. No singing or shouting or speechmaking that you heard? A. No, nothing.

Q. By the way, how far was this office you were

(Testimony of Clarence Joseph Armant.)

meeting in from the cafeteria where the 50 people were gathered?

A. About a hundred feet.

Q. About a hundred feet? A. Yes.

Q. It was quite removed, you couldn't hear anything at all; is that right?

A. I couldn't hear anything, no.

Q. Now, give me this conversation again where Drouet was present in the C.E.A. offices, when you were up there for a hearing. Do you remember that time? A. What do you want to know?

Q. I want you to tell me what Mr. Drouet said. First, I want to know who was there besides Drouet.

A. Who was there? Ned Mandella, Clark, Pete Vitale and Andy Brezenak. It seems like I am leaving one out. And this friend of mine I had taken over with me, Joe Ferns. Did I mention Floyd Cate? [473]

Q. You mentioned Floyd Cate, yes.

A. Did I?

Q. Yes.

A. Floyd Cate, Pete Vitale, Andy Brezenak, Ned Mandella, and myself, and this witness I brought over with me.

Q. What did Drouet say?

A. He asked me if I belonged to the Communist party.

Q. He told you you belonged to it; didn't he?

A. He asked me if I belonged.

Q. All right. Go ahead.

A. I told him no. One of the other fellows, I

(Testimony of Clarence Joseph Armant.)

believe it was Vitale said, "Yes, he belongs to the Communist party."

Ned Mandella said, "Let's search him now. I bet he has got a membership card on him now."

Q. What else?

A. Then I was accused of signing up workers in the plant and giving Inspector Brown these photostatic copies from the employment office and smoking in the rest room and making false statements against the Board of Directors. That is about it, I think.

Q. Now, this morning the hearing commissioner asked you what this foreman Drouet had said.

A. Yes.

Q. Will you repeat again what he said?

A. He asked me if I belonged to the Communist party. [474]

Q. What else did he say?

A. That is about all.

Q. Drouet is the foreman you refer to?

A. Yes, he was on the Board of Directors.

Q. He is not the man that made the charge you were a member of the Communist party?

A. He asked me if I was.

Q. I am asking you whether or not Mr. Drouet made the charges that you were a member of the Communist party?

A. Well, I never saw any charges. They just told me they had charges against me. I couldn't swear there were charges.

Q. Mr. Armant, I was under the impression

(Testimony of Clarence Joseph Armant.)

that when the hearing commissioner asked you what this foreman had said you said this morning he is the man that made the charges against you for being a member of the Communist party. Did you make such a statement?

A. I don't know. I don't believe I did.

Q. In any event, he didn't make such a charge; did he? A. I don't think he did, no.

Q. What else did Drouet, the foreman, say while he was there in that hearing?

A. You know how the fellows——

Q. No, I don't.

A. "Yes, he is guilty. Sure". I can't come out and say exactly what words he said because, you know, so much was [475] going on I couldn't remember every little word that was said. They all had a part in it, and they all had something to say.

Q. I am interested in Drouet. Did Drouet say "Yes, he is guilty?"

A. After the charges they all agreed that I was guilty, and I was going to be discharged.

Q. I say did Mr. Drouet say you were guilty?

A. Yes, he said I was guilty.

Q. Of being a member of the Communist party?

A. He didn't say a member of the Communist party. After all, the charges were read against me. They said, "Well, he is guilty." [476]

(Testimony of Clarence Joseph Armant.)

Redirect Examination

Q. (By Mr. Ryan): Mr. Armant, in your cross-examination you made a statement to the effect, I believe, that you were elected shop steward for the C.I.O. shortly after you had begun work for the company in 1941; is that right? A. Yes.

Q. Where did that election take place?

A. Well, it was out near the plant there at a hall that the C.I.O. had rented.

Q. Out in that vicinity of Los Angeles?

A. Yes.

Q. Now, in the year 1942 and about the month of August before your first hearing that you have testified about—and I am referring now to that hearing that took place at the C.E.A. office——

A. Yes.

Q. ——where Mandella and Drouet and these other Board of Director people were present, before that or about that time did you make a speech over the radio, sponsored by the C.I.O.?

A. Yes, I did.

Q. Who asked you to make this speech on the radio?

A. Well, the organizer for the U.E. asked me if I would be willing to get on the radio and tell the workers just what was going on in the plant; so I did. [481]

Q. Now, when you refer to the U.E., do you have reference to the United Electrical, Radio and Machine Workers, C.I.O.? A. Yes.

Q. At that time was the U. E., using your term,

(Testimony of Clarence Joseph Armant.)

making an effort to campaign and get members in the plant? A. Yes, they were. [482]

* * * *

Mr. Ryan: Will you mark this document, Miss Reporter, as Board's Exhibit next in order?

(Thereupon, the document referred to was marked as Board's Exhibit No. 39, for identification.)

Mr. Ryan: I have had marked as Board's Exhibit 39, for identification, what purports to be "By-laws of Cannon Employees' Association." I show the document to counsel. I think they are the original by-laws of the organization, before they were amended. [486]

* * * *

Q. (By Mr. Ryan): Mr. Armant, after this hearing at the C.E.A. office, that is, the first time you had a hearing, and [495] that was with the Board of Directors of the C.E.A., that was about August 7, 1942? A. Yes.

Q. After you left that hearing, or while you were still in the hearing you were advised by the people gathered there, Mandella and the other directors, to the effect that they found you guilty of these charges? A. Yes.

Q. Then what did you do? Did they say anything to you about what was going to happen to you? A. They told me I would be discharged.

Q. Then you left the office and returned to work; did you? A. Yes.